



SCV Water Agency Regular Board Meeting

Tuesday, April 16, 2024

Regular Board Meeting Begins at 6:00 PM

Members of the public may attend by the following options:

IN PERSON

TEMPORARY LOCATION CHANGE

Santa Clarita Valley Water Agency
Pine Street Location – Training Room
23780 Pine Street
Newhall, CA 91321

BY PHONE

Toll Free: 1-(833)-568-8864
Webinar ID: 161 353 0829

VIRTUALLY

Please join the meeting from your computer,
tablet or smartphone:

<https://scvwa.zoomgov.com/j/1613530829>

Have a Public Comment?

Members of the public unable to attend this meeting may submit comments either in writing to ajacobs@scvwa.org or by mail to April Jacobs, Board Secretary, Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Board members and posted on the Santa Clarita Valley Water Agency website prior to the start of the meeting. Anything received after 4:00 PM the day of the meeting will be made available at the meeting, if practicable, and posted on the SCV Water website the following day. All correspondence with comments, including letters or emails, will be posted in their entirety. (Public comments take place during Item 3 of the Agenda and before each Item is considered. Please see the Agenda for details.)

This meeting will be recorded and the audio recording for all Board meetings will be posted to yourSCVwater.com within 3 business days from the date of the Board meeting.

Disclaimer: Attendees should be aware that while the Agency is following all applicable requirements and guidelines regarding COVID-19, the Agency cannot ensure the health of anyone attending a Board meeting. Attendees should therefore use their own judgment with respect to protecting themselves from exposure to COVID-19.

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**SANTA CLARITA VALLEY WATER AGENCY
REGULAR BOARD MEETING AGENDA**

TEMPORARY LOCATION CHANGE

**SANTA CLARITA VALLEY WATER AGENCY
PINE STREET LOCATION
TRAINING ROOM
23780 PINE STREET
NEWHALL, CA 91321**

TUESDAY, APRIL 16, 2024 AT 6:00 PM

IMPORTANT NOTICES

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually by using the **Agency's Call-In Number 1-(833)-568-8864, Webinar ID: 161 353 0829 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1613530829>**. Any member of the public may listen to the meeting or make comments to the Board using the call-in number or Zoom Webinar link above.

However, in the event there is a disruption of service which prevents the Agency from broadcasting the meeting to members of the public using either the call-in option or internet-based service, this meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is being provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in person.

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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**

3. PUBLIC COMMENTS – Members of the public may comment as to items within the subject matter jurisdiction of the Agency that are not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so at the time each item is considered. (Comments may, at the discretion of the Board’s presiding officer, be limited to three minutes for each speaker.) Members of the public wishing to comment on items covered in Closed Session before they are considered by the Board must request to make comment at the commencement of the meeting at 6:00 PM. To participate in public comment from your computer, tablet, or smartphone, click the “raise hand” feature in Zoom. You will be notified when it is your turn to speak, please unmute when requested. To participate in public comment via phone, dial *9 to raise your hand. When it is your turn to speak, dial *6 to unmute.

4. APPROVAL OF THE AGENDA

5. SPECIAL PROCEDURES PAGE

5.1	Public Hearing to Consider Adopting a Mandatory Recycled Water Use Ordinance	
5.2 *	Consider and Approve Adopting an Ordinance to Provide for the Mandatory Use of Recycled Water Within the Agency’s Service Area	7

6. CONSENT CALENDAR PAGE

6.1 *	Approve Minutes of the April 2, 2024 Santa Clarita Valley Water Agency Regular Board of Directors Meeting	17
6.2 *	Approve the Purchase of Leopold Type S Filter Underdrains	21
6.3 *	Approve Adopting a Resolution Calling the Santa Clarita Valley Water Agency Election for Offices of the Agency’s Board of Directors and Requesting Consolidation of Said Election with the November 5, 2024 Statewide General Election and Approving Requirements of the Candidate Statements	31
6.4 *	Approve Receiving and Filing of the Option Lease Agreement Between SCV Water and Intersect Power for Solar Generation at the Devils Den Property	35
6.5 *	Approve Adopting a Revised Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1120 and Rescind Resolution No. SCV-313	151
6.6 *	Approve Adopting a Revised Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1133 and Rescind Resolution No. SCV-383	169

7. ACTION ITEMS FOR APPROVAL PAGE

7.1	*	Approve (1) Adopting a Resolution Awarding a Construction Contract to JR Filanc Construction Company, Inc. and Finding the Project Exempt from CEQA Pursuant to CEQA Guidelines Section 15301, (2) a Purchase Order to Hazen and Sawyer, Inc. for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors, Inc. for the Construction Management, Inspection Services and Material Testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility	195
7.2	*	Approve Adopting a Resolution Authorizing the General Manager to Execute a Purchase Order Amendment for Engineering and Inspection Services for the Saugus #3 and #4 Wells Construction (Replacement Wells) Project and Finding the Resolution Exempt from Review Under the California Environmental Quality Act	215

8. GENERAL MANAGER’S REPORT ON ACTIVITIES, PROJECTS AND PROGRAMS

9. COMMITTEE MEETING RECAP REPORT FOR INFORMATIONAL PURPOSES ONLY PAGE

9.1	*	April 4, 2024 Engineering and Operations Committee Meeting Recap Report	227
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10. PRESIDENT’S REPORT

11. AB 1234 WRITTEN AND VERBAL REPORTS PAGE

11.1	AB 1234 Reports	
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12. DIRECTOR REPORTS

13. CLOSED SESSION

13.1 Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9, Claim of Claimant Stephanie Reitenbach Against Santa Clarita Valley Water Agency, Claim for Personal Injury and Past and Future Loss of Consortium Damages, Date of Claim March 20, 2024

14. CLOSED SESSION ANNOUNCEMENTS

15. DIRECTOR REQUESTS FOR FUTURE AGENDA ITEMS

16. ADJOURNMENT

* Indicates Attachment
 ◆ Indicates Handout

Note: The Board reserves the right to discuss or take action or both on all of the above Agenda items.

NOTICES

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning April Jacobs, Secretary to the Board of Directors, at (661) 297-1600, or in writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on April 10, 2024.






BOARD MEMORANDUM

DATE: April 16, 2024

TO: Board of Directors

FROM: Matthew S. Dickens, MPA
Sustainability Manager 

SUBJECT: Consider and Approve Adopting an Ordinance to Provide for the Mandatory Use of Recycled Water Within the Agency's Service Area.

SUMMARY

SCV Water is currently developing and/or implementing several Recycled Water projects in the Santa Clarita Valley. These include extension projects to existing recycled water systems and for new development. As the Agency progresses towards enhanced utilization of recycled water in the valley, updates to the management components are necessary to successful implementation. One such element includes the development of a Mandatory Recycled Water Use Ordinance (RWUO) as requested by the State Water Resources Control Board (SWRCB) as part of the \$3.2M of grant funding currently under consideration. The RWUO is structured to meet the SWRCB grant requirements and is designed to provide assurances that recycled water will be utilized by SCV Water customers. The RWUO was reviewed at the March 13, 2024 Water Resources and Watershed Committee and was recommended through consensus to be moved forward for Board consideration.

DISCUSSION

Recycled water is an important water supply resource that provides additional options for the conservation of potable water for specific uses. Since 2005, SCV Water, via its legacy water purveyors, have provided recycled water use for irrigation purposes. Through a dedicated and independent recycled water distribution system, SCV Water provides roughly 450 Acre Feet per Year (AFY) of water to irrigation customers along the Old Road and terminating at the Oaks Golf Course. In recent years, SCV Water extended the recycled water distribution system with the Phase 2B Vista Canyon and 2D West Ranch Extension recycled water projects. Further, SCV Water is preparing to construct additional extensions of recycled water distribution pipes via the Phase 2C (Reach 1) project. Figure 1 shows the existing and planned recycled water extension projects.

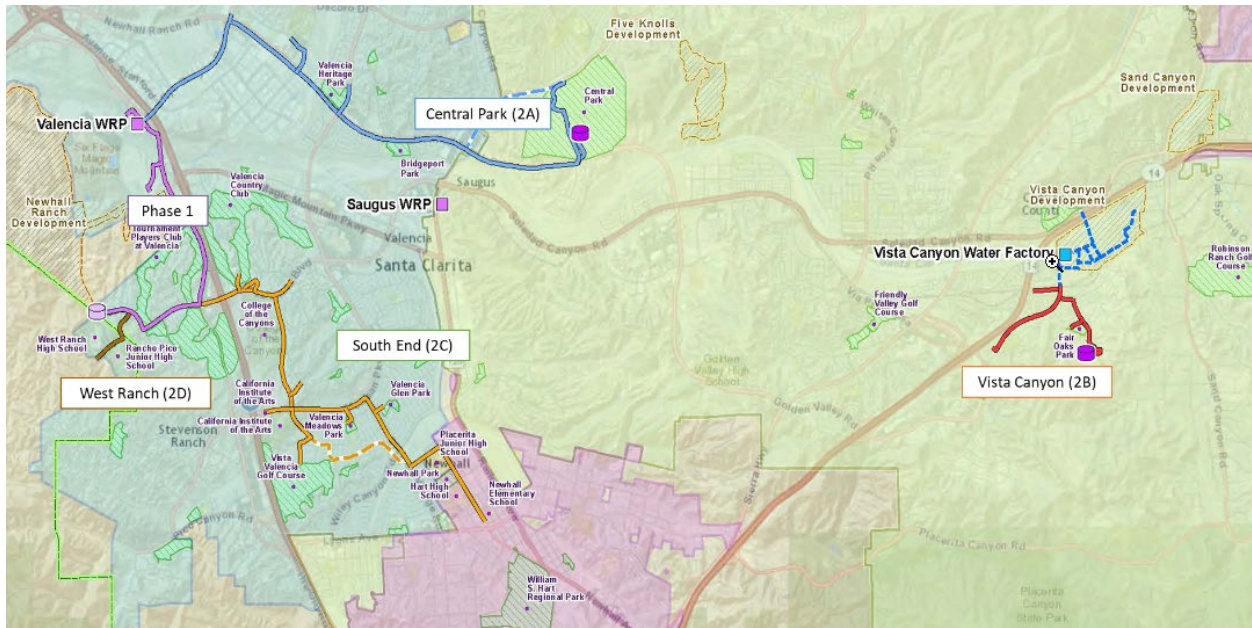


Figure 1 - SCV Water Existing and Planned Recycled Water Extension Projects

The aggregate water savings resulting from the Phase 2B, 2C, and 2D recycled water extension projects is estimated at 640 AFY. Table 1 summarizes the number of services eligible for conversion and annual potable water savings respectively.

Table 1. SCV Water – Recycled Water Extension Project Impact (Services and AFY)

RW Extension Phase	No. of Customer Services	Estimated AFY
Phase 2B	27	160
Phase 2C	13	300
Phase 2D	19	180
Total	59	640

Note: Number of Customer Services and Estimated AFY are estimates and may be subject to change based on site specific characteristics.

Every gallon of potable water that is currently used for irrigation purposes when converted to recycled water use for the same benefit results in the conservation of potable drinking water supplies in the valley. To assist customers with conversion plan development, permitting, and construction costs, SCV Water launched the Purple PREP (Planning, Readiness, and Effectuating Program) in 2020. Purple PREP is a voluntary program and has seen minimal participation interest after ~3 (three) years of customer engagement.

A critical component assisting the recycled water program's affordability has been the receipt of grant funding for the various projects. Specifically, through the Proposition 84 IRWM Grant, SCV Water received \$4.5M in grant funding for recycled water projects Phase 2B and 2D. To secure this funding, SCV Water projected delivering 340 AFY (collectively) of recycled water. The Phase 2D project was completed in 2022, and Phase 2B was completed in 2023. To date, customer utilization of available recycled water has not fully materialized. In addition, the Proposition 1 Round 1 IRWM Grant awarded an additional \$3M for the Phase 2C (Reach 1) Project (anticipated to deliver 300 AFY), with \$3.2M of additional grant funding available through a State Water Resources Control Board (SWRCB) program. The \$3.2M of SWRCB grant

funding is contingent upon assurances that recycled water will be utilized by SCV Water customers. To provide for these assurances the SWRCB has requested SCV Water adopt a RWUO in support of its existing grant application.

Today, staff continue to engage and educate impacted customers regarding the benefits of recycled water and the extent of the Purple PREP Program. The attached RWUO has been drafted to ensure compliance with the SWRCB Water Recycling Funding Program Guidelines (Appendix C) and California Water Code which states that:

Recycled water: Water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource (Water Code §13050(n)).

Water Code §13550: Use of potable domestic water for non-potable uses (Cemeteries, golf courses, parks, highway landscaped areas, industrial and irrigation uses) is a waste or unreasonable use if recycled water is available;

- *Source must be of adequate quality;*
- *Furnished at a reasonable cost;*
- *Not detrimental to public health;*

Additional/Potential Uses of RW: Residential irrigation, cooling towers, air-conditioning devices, floor trap priming, toilet and urinal flushing (Water Code §13552.6-13554).

Development and implementation of a RWUO will support current customer conversion efforts throughout the Phase 2B, 2C, and 2D recycled water extension projects. Additionally, adoption of a RWUO will serve as documentation for grant eligibility specific to SCV Water funding customer conversion projects and recycled water extension projects.

Attached as requested is the Near-Term Expansion of Service Map (Attachment 1).

STRATEGIC PLAN NEXUS

STRATEGY B.2 – Design and Construct Facilities to Meet Demand Including Storage Capacity and Interconnections Between Wholesale and Retail Water Systems

B.2.3 – Develop recycled water policies and ordinances.

STRATEGY C.3 – Advance the Integrated Management of Imported and Local Water Resources

C.3.3. Collaborate with interested partners to develop a foundation for a successful recycled water program.

FINANCIAL CONSIDERATIONS

None currently.

RECOMMENDATION

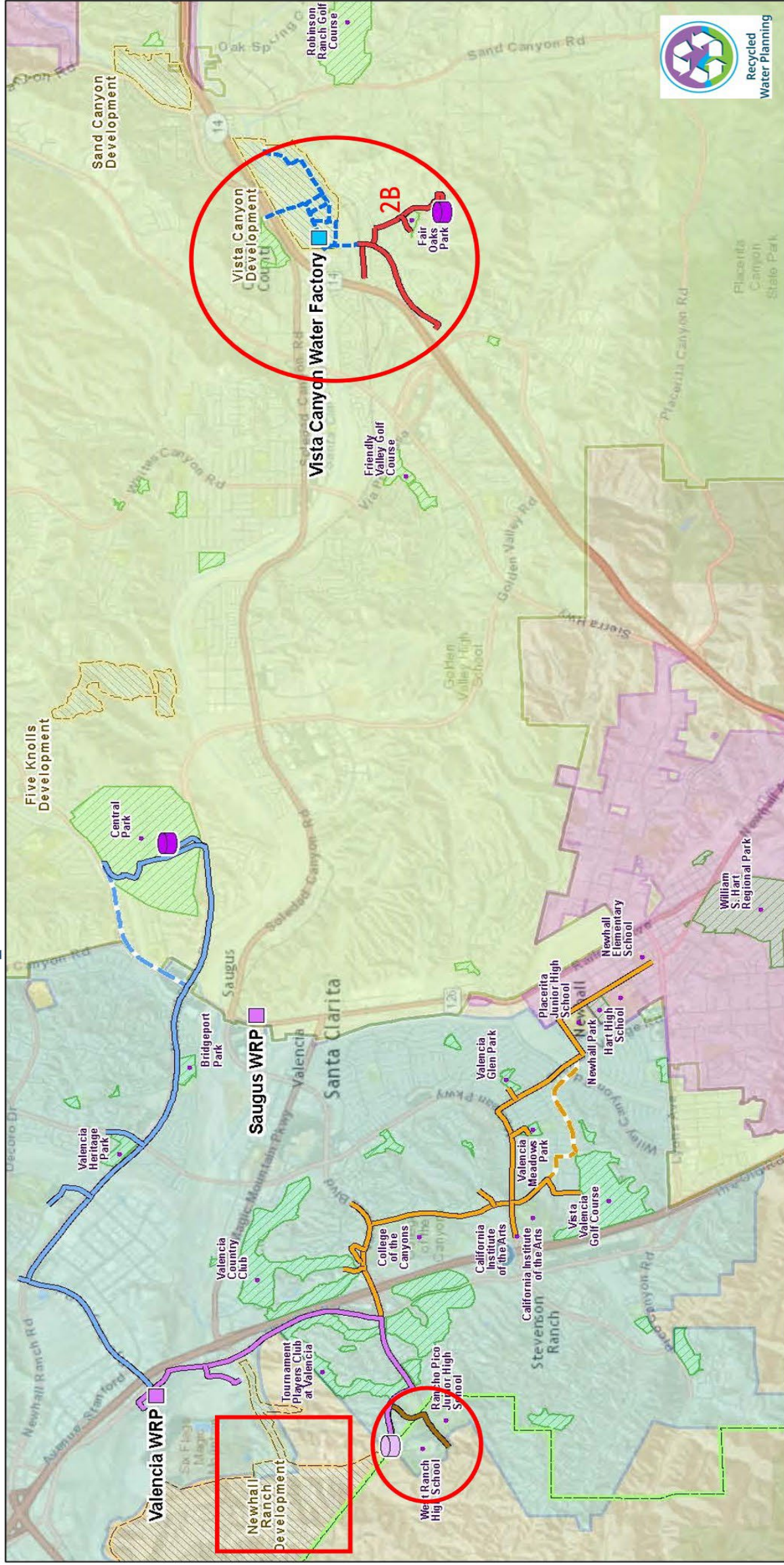
The Water Resources and Watershed Committee recommends that the Board of Directors adopt the attached Ordinance (Attachment 2) to Provide for the Mandatory Use of Recycled Water Within the Agency's Service Area.

Attachments

Handwritten initials "MGS" in blue ink on a light gray rectangular background.

Near Term Expansion of Service

ATTACHMENT 1



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ATTACHMENT 2

ORDINANCE NO. XXX

AN ORDINANCE OF THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY WATER AGENCY TO PROVIDE FOR THE MANDATORY USE OF RECYCLED WATER WITHIN THE AGENCY'S SERVICE AREA

WHEREAS, the Santa Clarita Valley Water Agency (Agency) was created on January 1, 2018, by the Santa Clarita Valley Water Agency Act (SB 634, Chapter 833, 2017) and provides both potable and recycled water to customers within its service area; and

WHEREAS, as a water supply agency that is dependent on both imported water from the California State Water Project and local water from the Santa Clara River Watershed, the Agency must also develop additional sources of water for use by its rate payers, including recycled water; and

WHEREAS, Water Code sections 13550 states that the use of potable domestic water for nonpotable uses is a waste or an unreasonable use of the water within the meaning of Section 2 of Article X of the California Constitution if recycled water is available and any person may be required to use recycled water as long as it meets Title 22 water quality standards for the safe use of recycled water for the specific types of uses and is provided at a reasonable cost; and

WHEREAS, Water Code section 13551 et seq. states that no person shall use potable water for nonpotable purposes if suitable recycled water is available and certain conditions are met, and the use of such recycled water shall be a beneficial use of water that does not impact water rights; and

WHEREAS, Pursuant to Water Code 350 et seq. and 375 et seq. the Agency has the authority to manage its supplies to prevent waste and allocate water in a fair and nondiscriminatory manner during and in anticipation of periods of drought and to adopt and enforce ordinances, rules and regulations that implement the Agency's water conservation program; and

WHEREAS, the Agency's implementing legislation, Water Code Appendix section 145 et seq., gives the Agency the authority to exercise the powers that are expressly granted in the legislation or that are necessarily implied, including all powers necessary to provide, sell, manage, and deliver recycled water for municipal, industrial, domestic, and other purposes; and

WHEREAS, California law gives public water agencies such as the Agency full authority to manage their varied sources and supplies of water as they deem necessary to provide such water to the public in a fair and nondiscriminatory manner; and

WHEREAS, pursuant to the above cited laws, the Agency has the authority and obligation to adopt a recycled water ordinance that allows the Agency to provide recycled water to ratepayers and to mandate recycled water under certain circumstances; and

WHEREAS, the Agency also has offered certain incentives from time to time to encourage and assist voluntary conversions to recycled water in areas where it has been made available to existing customers; and

WHEREAS, to prevent waste of potable water and promote the efficient use of water for the benefit of the entire Valley, the Agency desires to adopt an Ordinance to mandate the use of recycled water under certain circumstances as authorized by law.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. TITLE, PURPOSE, AND INTENT

1.1 Title

This Ordinance shall be known as the "Recycled Water Mandatory Use Ordinance" ("Ordinance") of the Santa Clarita Valley Water Agency ("Agency").

1.2 Purpose

The purpose of this Ordinance is to prevent the waste of potable water, promote the conservation and reuse of water resources, and to ensure maximum public benefit from the use of the Agency's potable and recycled water supply in accordance with applicable federal, state, and local requirements.

1.3 Intent

The agency is committed to providing reliable and energy-efficient water services in a customer-oriented and environmentally responsible manner. As part of this commitment, the intent of this Ordinance is to mandate and encourage the use of recycled water within the agency for any and all purposes approved by state law wherever such use is economically justified, financially and technically feasible. Under all circumstances, such recycled water shall meet Title 22 water quality standards for the safe use of recycled water for the specific types of uses.

2. AUTHORITY AND ADMINISTRATION

The Water Code requires the use of recycled water when available

2.1 Determination of Recycled Water Use Area and Mandatory Use

The General Manager may determine that use of potable water in any portion of the Agency's service area for specified non-potable uses represents a waste and unreasonable use of water and shall be replaced with recycled water where such recycled water is available for such uses. Pursuant to this authority, the Agency is authorized to mandate the use of recycled water for existing customers, including any necessary modifications, as determined by the Agency, to existing on-site water facilities, and for new developments, and including the construction of any necessary recycled water systems. Consistent with the Water Code, recycled water will meet Title 22 water quality standards for the safe use of recycled water for the specific types of uses and will be made available at a reasonable cost.

2.2 Existing Potable Water Services

2.2.1 Mandatory Conversion

In instances where the General Manager determines that existing potable water use shall be replaced with recycled water use, the Agency will provide the current owner with a Notice of Determination to use recycled water ("NOD"), explaining what is required to facilitate

recycled water use, as well as the conditions and schedule for the mandated conversion, including the price of the recycled water and a description of the on-site retrofit requirements. Customers receiving an NOD may appeal / request a waiver as described below in Section 2.4.

2.2.2 Customer Request for Recycled Water Service

If a current customer who is not required to convert to recycled water pursuant to this Ordinance would like to receive recycled water, the customer must submit an application for recycled water to the Agency for review, along with any required application fee. The application shall contain such information as required by the Agency and shall include information about the conditions that must be complied with, including but not limited to, the Agency's Recycled Water Rules and Regulations governing the use of recycled water. The Agency will review the application for completeness and contact the customer regarding the potential provision of service. The Agency retains absolute discretion, based on the circumstances of each application to approve an application or not.

Upon determination that a property can be served with recycled water, and approval of an application, the owner of the property will be required to enter into a Recycled Water Use Agreement as a condition of service, which will include the requirements of service. If after an application is approved and a Recycled Water Use Agreement is executed any of the conditions of service are not satisfied, the Recycled Water User Agreement may be revoked by the General Manager, and recycled water service may be terminated.

2.3 Recycled Water Service for New Development and Alterations / Remodels

Upon submittal of a request for water service by an applicant in connection with an entitlement process, plot plan, or other proposed land development/land use, the General Manager shall make preliminary determinations if recycled water service can be provided to the area in question. Based upon such determinations, use of recycled water and construction of recycled water distribution systems, including any offsite facilities or other facilities for the use of recycled water, may be mandated as a condition(s) of approval of any application, in addition to any other conditions of the new industrial, commercial, or residential development or applications for alterations/remodels. The Agency retains complete discretion to determine whether recycled water service shall be mandated or not.

2.4 Appeal /Waivers and Hearing

A customer who wishes to appeal / or request a waiver of a decision by the Agency to require conversion to recycled water must submit a written appeal on a form provided by the Agency no later than thirty (30) days of the date of the NOD. The General Manager or their designee shall consider all appeals / requests for waivers within fifteen (15) days of such request and provide a decision to such customer within fifteen (15) days after such appeal is considered. The decision of the General Manager or their designee shall be final. The General Manager or their designee may consider in their decision, among other things, whether due to unique circumstances this Ordinance would result in undue or disproportionate hardship to a customer that is disproportionate to the impacts to customers generally.

2.5 Applications for Service

For customers who submit an application(s) for recycled water service, the Agency retains absolute discretion, based on the circumstances of each application, to approve an application or not and any decision by the Agency may not be appealed.

2.6 Violations and Enforcement - Termination of Service

The Agency is authorized to discontinue service upon written notice if a customer fails to comply with any of the requirements of this Ordinance, including any of the conditions for service that may be imposed.

2.7 Rates, Fees, Charges, and Deposits.

All rate, fees, charges, and deposits regarding recycled water service, including administrative costs, shall be established by the Board of Directors. The water rates and associated fees shall be in accordance with the applicable Rate Resolution then in effect, as it may be established from time to time.

3. **SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Ordinance regulating the use of recycled water is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of this Ordinance. The Board of Directors declares that it would have approved this Ordinance by section, subsection, sentence, clause, or phrase irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. **ADOPTION**

This Ordinance shall become effective immediately upon its adoption by the Board of Directors.

Minutes of the Regular Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – April 2, 2024

A regular meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at Santa Clarita Valley Water Agency, 23780 Pine Street, Newhall, CA 91321 at 6:00 PM on Tuesday, April 2, 2024. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes. The meeting recording can be accessed by clicking on the following link: [Board Meeting Recording](#).

DIRECTORS PRESENT: Kathye Armitage, Beth Braunstein (Arrived at 6:08 PM), Maria Gutzeit, Dirk Marks, Gary Martin, Piotr Orzechowski and Ken Petersen.

DIRECTORS ABSENT: William Cooper.

Also present: Assistant General Manager Steve Cole, Board Secretary April Jacobs, Chief Engineer Courtney Mael, Chief Financial and Administrative Officer Rochelle Patterson, Chief Operating Officer Keith Abercrombie, Director of Water Resources Ali Elhassan, General Counsel Tom Bunn, General Manager Matthew Stone, Information Technology Technician II Jonathan Thomas, Sustainability Manager Matt Dickens, Water Conservation Specialist II Dolores Campos, as well as additional SCV Water Agency staff (Virtually), and members of the public (In Person and Virtually).

President Martin called the meeting to order at 6:00 PM. A quorum was present.

There were no changes to the April 2, 2024 Board Agenda and it was accepted as shown (Item 4).

Upon motion of Vice President Orzechowski, seconded by Director Colley and carried, the Board approved the Consent Calendar by the following roll call votes (Item 5):

Director Armitage	Yes	Director Braunstein	Not Present
Director Colley	Yes	Director Cooper	Absent
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

Upon motion of Vice President Orzechowski, seconded by Director Armitage and carried, the Board authorized the General Manager to execute a contract not to exceed \$495,090.00 with A&N Technical Services for development of the SCV Water Agency’s Water Use Efficiency Strategic Plan by the following roll call votes (Item 6.1):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Yes	Director Cooper	Absent
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

General Manager’s Report on Activities, Projects and Programs (Item 7).

The General Manager reported on the following:

He updated the Board on the recent SCV Water Strategic Plan Public Outreach meeting that was held virtually on March 25, 2024 and facilitated by Ed Means.

Committee Meeting Recap Report for Informational Purposes Only (Item 8).

There were no comments on the recap report.

Written Reports for Informational Purposes Only (Item 9).

Director Armitage had comments on the following reports: Finance, Administration, and Information Technology Services Section Report, the Treatment, Distribution, Operations, and Maintenance Section Report, and the Water Resources and Outreach Section Report.

There were no other comments on the written reports.

To hear the full comment(s), please refer to the Board recording by clicking the meeting recording link on the first page of these minutes or visiting the SCV Water Website.

President’s Report (Item 10).

President Martin updated the Board on upcoming meetings and events.

AB 1234 Written and Verbal Reports (Item 11).

A written report was submitted by Vice President Gutzeit which was emailed, posted to the website and is part of the record.

Vice President Orzechowski reported that he virtually attended a One-on-One meeting with the General Manager on April 1, 2024.

Director Armitage reported that she virtually attended the Executive Committee of the Special Districts Association of North Los Angeles County on March 27, 2024.

President Martin reported that he attended the SCV-GSA special Board meeting held at the Pine Street Training Room on March 20, 2024.

There were no other AB 1234 Reports.

Director Reports (Item 12).

There were no Director reports.

Director Requests for Approval for Event Attendance (Item 13).

There were no requests for approval for event attendance.

The meeting was adjourned at 6:47 PM (Item 14).

April Jacobs, Board Secretary

ATTEST:

President of the Board


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BOARD MEMORANDUM

DATE: April 8, 2024

TO: Board of Directors

FROM: Keith Abercrombie 
Chief Operating Officer

SUBJECT: Approve the Purchase of Leopold Type S Filter Underdrains

SUMMARY

As part of SCV Water's commitment to delivering reliable, high quality water service, SCV Water operates and maintains two surface water treatment facilities, the Earl Schmidt Filtration Plant (ESFP) and the Rio Vista Water Treatment Plant (RVWTP). A key treatment process is the removal of particles, including microbiological contaminants, from the source water through filtration. At the ESFP and RVWTP, filtration is accomplished using deep bed mono media filters (filters). The filters ensure that water produced at ESFP and RVWTP meets and or exceeds the requirements established by the State Water Resources Control Board-Division of Drinking Water (DDW). Having filters that operate optimally is critical to the delivery of reliable, high-quality water to SCV Water customers.

DISCUSSION

SCV Water operates 22 filters at its two surface water treatment plants. Ten (10) filters are located at ESFP and twelve at RVWTP. The filters at ESFP were placed into service in 2005, and at RVWTP-6 of the 12 filters are original and were placed into service in 1995. The remaining 6 were installed as part of the plant expansion in 2010. Based on a comprehensive assessment which included review of historical operating data, a filter assessment, and a pilot filter media replacement project, it was concluded that the most prudent approach would be to phase in rehabilitation of all existing filters at ESFP and RVWTP. To this effort an RFP for the rehabilitation of filters 1-6 at Rio Vista was posted to PlanetBids on November 28, 2023, with a closing date of January 5, 2024, at 3:00 PM. At the time of closing SCV Water received zero bids on its RFP resulting in an unsuccessful bid process. To understand why the RFP failed to garner any bid submittals staff reached out to potential bidders who attended the mandatory walk-through and the feedback received by staff indicated that the primary impediment to submitting a proposal was the underdrain supplier not being able to supply the product within the timeframe specified in the contract and in a manner conducive to a competitive bid. After evaluating available options, a decision was made for SCV Water to purchase the necessary underdrain material for five filters at ESFP and six filters at RVWTP. Doing so, allows SCV Water to increase the likelihood of a successful bid process by eliminating the uncertainty of underdrain availability and will allow the project to be scheduled during the fall and winter season when system demands are lowest. Procurement of the underdrains and completion of the Filter Rehabilitation Project will ensure continued delivery of reliable, high-quality water service to Santa Clarita Valley residents.

On April 4, 2024, the Engineering and Operations Committee met to consider staff's recommendation to authorize the General Manager to purchase underdrains and hardware for ESFP and RVWTP in the amount not to exceed \$1,478,031.

STRATEGIC PLAN NEXUS

This project supports SCV Water's Strategic Plan B.2 – Plan and Budget for Long-Term Replacements and Improvements and D.1.1 – Meet all applicable water quality regulations.

FINANCIAL CONSIDERATIONS

Pursuant to Public Contract Code Section 3400 (c), to ensure continuous operations, facilitate maintenance of the essential facilities, and match existing units in service, SCV Water has designated a sole source supplier for filter underdrains. Additionally, sole sourcing Leopold underdrains negates the need for an engineering report and SWRCB-DDW approval. The following table provides details on the sole source quote received by staff from Xylem Water Solutions.

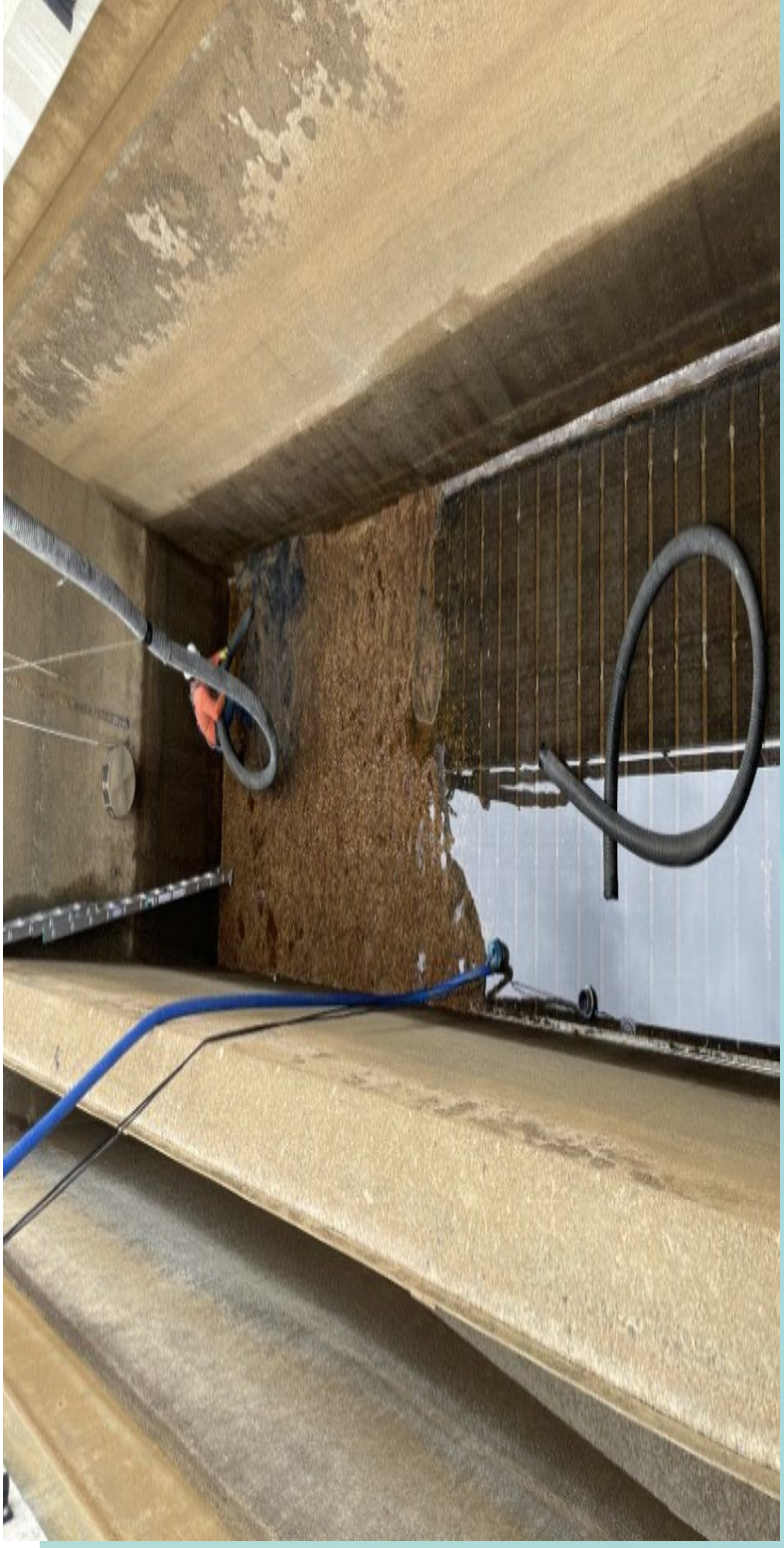
Item	Cost
Supply 2,160 square feet of Leopold Universal Type S Underdrain with factory installed I.M.S 200 media retainer and requisite SS hardware for installation in five (5) filter cells at ESFP.	\$604,400
Supply five (5) Leopold schedule 5, type 304 stainless steel air Header Assemblies 8" in diameter and will run the width of the filter.	\$91,000
Supply 2,520 square feet of Leopold Universal Type S Underdrain with factory installed I.M.S 200 media retainer and requisite SS hardware for installation in Six (6) filter cells at RVWTP.	\$654,400
Tax	\$128,231
TOTAL	\$1,478,031

Funds for this project are included in the FY 2022/23 Capital Improvement Program (CIP) for Earl Schmidt Filtration Plant Improvements and Replacements and Rio Vista Treatment Plant Improvements and Replacements.

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to enter into contract with Xylem Water Solutions to supply underdrains and hardware for ESFP and RVWTP in the amount not to exceed \$1,478,031.

SCV WATER FILTER REHABILITATION PROJECT



**Regular Board Meeting
April 16, 2024**



SCV Water Treatment Plant Filters

Earl Schmidt Filtration Plant

10 Filters

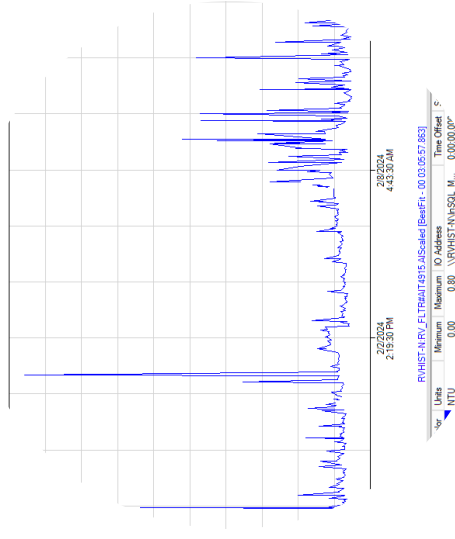


Rio Vista Water Treatment Plant

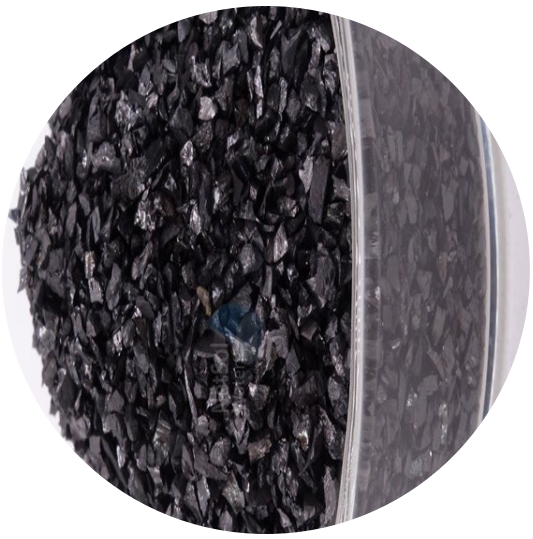
12 Filters



Filter Assessment



Process Data



Physical/ Chemical



Structural

CONCLUSIONS

- Post RFP to
 - Replace Anthracite
 - Replace underdrain
 - Coat basin walls
- Zero bids received



NEXT STEPS

- Consultation with prospective bidders
- Procure underdrains
- Repost RFP



STRATEGIC PLAN OBJECTIVES

This project supports SCV Water's Strategic Plan B.2 – Plan and Budget for Long-Term Replacements and Improvements and D.1.1 – Meet all applicable water quality regulations.

FINANCIAL CONSIDERATIONS

Item	Cost
Supply 2,160 square feet of Leopold Universal Type S Underdrain with factory installed I.M.S 200 media retainer and requisite SS hardware for installation in five (5) filter cells at ESFP.	\$604,400
Supply five (5) Leopold schedule 5, type 304 stainless steel air Header Assemblies 8" in diameter and will run the width of the filter.	\$91,000
Supply 2,520 square feet of Leopold Universal Type S Underdrain with factory installed I.M.S 200 media retainer and requisite SS hardware for installation in Six (6) filter cells at RVWTP.	\$654,400
Tax	\$128,231
TOTAL	\$1,478,031

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to enter into contract with Xylem Water Solutions to supply underdrains and hardware for ESFP and RVWTP in the amount not to exceed \$1,478,031.



BOARD MEMORANDUM

DATE: April 9, 2024

TO: Board of Directors

FROM: SCV Water Agency –
General Counsel

SUBJECT: Approve Adopting a Resolution Calling the Santa Clarita Valley Water Agency Election for Offices of the Agency’s Board of Directors and Requesting Consolidation of Said Election with the November 5, 2024 Statewide General Election and Approving Requirements of the Candidate Statements

SUMMARY/DISCUSSION

The Santa Clarita Valley Water Agency, pursuant to Section 9 of the Santa Clarita Valley Water Agency Act (the Act), holds its Agency general elections for its Board of Directors concurrently with regular statewide general elections. The Agency’s governing Board is mandated to consolidate its said election with the said regular statewide general election. The proposed resolution is to call the general election for Tuesday, November 5, 2024 for the purpose of filling the offices of Director of the Agency for each of the three Director Divisions established by the Act for the terms described in the Resolution. A similar resolution is adopted before every Agency election.

There is one unique aspect to the terms that staff would like to highlight for the Board and the public. For background, the Act divides the Agency’s service area into three electoral divisions, requiring that two Directors be elected for each electoral division at the 2020 general election and every 4 years thereafter, and one Director be elected for each electoral division at the 2022 general election and every 4 years thereafter. SB 387 amended the Act effective January 1, 2020 to more evenly distribute the number of directors elected between the two election cycles. It requires the Board, after the November 2020 election, to select by lot one seat to have a two-year term after the 2024 general election. Consistent with the intent of SB 387, this will have the effect of more evenly distributing the number of Directors up for election at each election cycle.

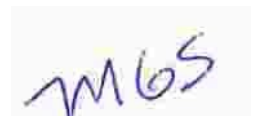
On November 17, 2020, the first Board meeting following the 2020 election, a lot drawing was conducted and Director B.J. Atkins’ seat in Division 3 was selected. As a result, the Division 3 seat that was represented by former Director Atkins will have a two-year term following the 2024 election. For purposes of the election, the two Division 3 seats up for election in 2024 will be separated into Seat 1 and 2, with one seat having a two-year term and the other having a four-year term. Any candidate can decide to run for the two-year or four-year seat at the 2024 general election. The candidate who receives the most votes for each of the seats will be elected.

The Electoral Divisions Map can be viewed by clicking on the following link: [Electoral Divisions Map](#).

RECOMMENDATION

That the Board of Directors adopt the attached resolution calling the Santa Clarita Valley Water Agency election for offices of the Agency's Board of Directors and requesting consolidation of said election with the November 5, 2024 statewide general election and approving requirements of the Candidate Statements

Attachment



RESOLUTION NO.

**RESOLUTION CALLING THE SANTA CLARITA VALLEY WATER AGENCY
ELECTION FOR OFFICES OF THE AGENCY'S BOARD OF DIRECTORS
AND REQUESTING CONSOLIDATION OF SAID ELECTION WITH
THE NOVEMBER 5, 2024 STATEWIDE GENERAL ELECTION AND APPROVING
REQUIREMENTS OF THE CANDIDATE STATEMENTS**

WHEREAS, the Santa Clarita Valley Water Agency, pursuant to Section 9 of the Santa Clarita Valley Water Agency (Water Code Appendix, Chapter 833), holds its Agency general elections for its Board of Directors concurrently with regular statewide general elections; and

WHEREAS, the Agency's governing Board is mandated to consolidate its said election with the said regular statewide general election.

NOW, THEREFORE BE IT RESOLVED that the Agency hereby calls an Agency general election for Tuesday, November 5, 2024 for the purpose of filling the offices of Director of Santa Clarita Valley Water Agency for each of the three Director Divisions established by the Santa Clarita Valley Water Agency Law for the terms listed below as follows:

- a. Two Directors representing the Santa Clarita Valley Water Agency Division One for a four-year term,
- b. Two Directors representing the Santa Clarita Valley Water Agency Division Two for a four-year term,
- c. One Director representing the Santa Clarita Valley Water Agency Division Three for a four-year term; and
- d. One Director representing the Santa Clarita Valley Water Agency Division Three for a two-year term.

RESOLVED FURTHER that the persons elected at said general election shall take office on the first Monday in January 2025; and

RESOLVED FURTHER that this Agency does hereby request consolidation of its said Agency elections, pursuant to Elections Code, Section 10403, with the said statewide general election, with the Agency's election to be on the same ballot as used for the statewide general election; and

RESOLVED FURTHER that the said Agency general election may be consolidated, also, with any other election held in the same territory on the same date; and

RESOLVED FURTHER that the said Agency consolidated election will be held and conducted in a manner prescribed in Election Code Section 10418.

RESOLVED FURTHER that the Candidate Statements have a maximum word limitation of 200 words and payment of the estimated cost must be made by the candidate at the time of filing.

RESOLVED FURTHER that the Secretary of this Agency is directed to file certified copies of this resolution with the Board of Supervisors of Los Angeles and Ventura

Counties, with the County Clerk of Los Angeles and Ventura Counties, and with the Registrar of Voters of Los Angeles County and Ventura Counties.

RESOLVED FURTHER that the General Manager and/or Secretary of this Agency is hereby authorized and requested to promptly supply to the County officials any and all additional information or documentation needed by them to hold, conduct, and canvass the Agency's said directorship elections, and to execute needed contractual documents to pay to the affected counties the cost of the said election.



BOARD MEMORANDUM

DATE: April 10, 2024

TO: Board of Directors

FROM: Joseph Byrne
SCV Water General Council

SUBJECT: Approve Receiving and Filing of the Option Lease Agreement Between SCV Water and Intersect Power for Solar Generation at the Devils Den Property

DISCUSSION

On February 20, 2024, the SCV Water Board of Directors, in Closed Session, authorized the General Manager to enter into a solar option lease agreement with Intersect Power consistent with the price and terms of payment that were discussed (“Option Lease Agreement”). Consistent with this authorization, the Option Lease Agreement has been fully executed by SCV Water and Intersect and is being presented to the Board for information purposes as a Receive and File item. The purpose of the Option Lease Agreement with Intersect is for the purpose of solar generation on approximately 8,133 acres of SCV Water’s Devils Den property located in the counties of Kings and Kern. Under the Option Lease Agreement, Intersect will make annual payments to SCV Water and will have until March 19, 2030, to decide whether it wants to enter into a long-term lease for the purpose of constructing and operating a solar facility. A copy of the fully executed Option Lease Agreement is attached to this report and includes a form of a long-term lease.

STRATEGIC PLAN NEXUS

Entering into the Solar Generation Lease Agreement will help meet SCV Water’s objective and Strategic Plan Goal G: “Environmental Stewardship: Achieve environmental compliance and strive for sustainable policies, projects and practices.”

FINANCIAL CONSIDERATIONS

SCV Water has received the first Option payment of \$488,020.02. During the balance of the Option Period, SCV Water will collect \$650,693.36 by March 19, 2025, and additional payments of \$1,098,045.04, \$1,260,718.38, \$1,423,391.72 and \$1,586,065.06 to be paid yearly through March 19, 2029, the total being \$6,506,933.58 for the 6-year Option Period. If a long-term lease is entered into and approved by the SCV Water Board, the template lease agreement provides that any option lease payments would be refunded to Intersect Power as a credit towards the long-term lease payment for the first year. It also provides that the solar generation lands would consist of a minimum of 5,000 acres with a maximum of 8,133 acres and would have a term of 20-years with three (3) 5-year extensions at a rate of \$1,250 with an escalation of 3% per year. The total potential lease payments through the long-term lease period in the lease template are projected to be between \$371,382,466 and \$608,218,375 for a 35-year lease depending on the

acreage. SCV Water will retain any payments received during the Option Period should Intersect Power decide not to exercise the Option Agreement.

RECOMMENDATION

That the SCV Water Board of Directors receive and file the Option Lease Agreement between SCV Water and Intersect Power.

Attachment



SOLAR ENERGY OPTION TO LEASE

between

**Santa Clarita Valley Water Agency
("Owner")**

and

**IP Land Holdings, LLC, a Delaware limited liability company
("Grantee")**

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Solar Energy Option To Lease

This Solar Energy Option To Lease (“**Agreement**”) is dated to be effective as of the “**Effective Date**” shown below between **Santa Clarita Valley Water Agency**, a California public agency (“**Owner**”), as successor in interest to the Castaic Lake Water Agency and **IP Land Holdings, LLC**, a Delaware limited liability company (“**Grantee**”). Owner and Grantee are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement; the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement and those more specific definitions govern and control the meaning of the provisions referred to in the Basic Terms Summary.

Basic Terms Summary

A. Effective Date:	March 19, 2024				
B. Owner: C. Owner’s Address:	Santa Clarita Valley Water Agency 27234 Bouquet Canyon Road Santa Clarita, CA 91350-2173 Telephone: (661) 705-7912 Email: rvasilopulos@scvwa.org				
D. Grantee: E. Grantee’s Address:	IP Land Holdings, LLC 9450 SW Gemini Drive PMB #68743 Beaverton, OR 97008-7105 Email: realestatenotices@intersectpower.com				
F. Property:	Approximately 8,133.667 acres of land located in the County of Kern, California and in the County of Kings, California (collectively, “the “ Counties ”), as further described in <u>Exhibit A</u> attached to this Agreement (the “ Option Property ”). Grantee’s use of the Option Property shall be subject to the no-build areas depicted on <u>Exhibit B-1</u> attached to this Agreement.				
G. Option Payment:	<p>The following amounts per acre of the Option Property as more fully discussed in Section 5.1 below:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;"><u>Time Period during the Option Period</u></th> <th style="padding: 5px;"><u>Amount of Option Payment Due</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(date 10 days following the Effective Date)</td> <td style="padding: 5px;">\$60 per acre of the Option Property</td> </tr> </tbody> </table>	<u>Time Period during the Option Period</u>	<u>Amount of Option Payment Due</u>	(date 10 days following the Effective Date)	\$60 per acre of the Option Property
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	<table border="1"> <tr> <td data-bbox="600 168 982 415">OR 10 days following receipt of all documentation outlined in <u>Schedule 10.1</u>, whichever date is later</td> <td data-bbox="982 168 1412 415"></td> </tr> <tr> <td data-bbox="600 415 982 642">_____ (date 12 months following the Effective Date)</td> <td data-bbox="982 415 1412 642">\$80 per acre of the Option Property</td> </tr> <tr> <td data-bbox="600 642 982 840">_____ (date 24 months following the Effective Date)</td> <td data-bbox="982 642 1412 840">\$135 per acre of the Option Property</td> </tr> <tr> <td data-bbox="600 840 982 1037">_____ (date 36 months following the Effective Date)</td> <td data-bbox="982 840 1412 1037">\$155 per acre of the Option Property</td> </tr> <tr> <td data-bbox="600 1037 982 1234">_____ (date 48 months following the Effective Date)</td> <td data-bbox="982 1037 1412 1234">\$175 per acre of the Option Property</td> </tr> <tr> <td data-bbox="600 1234 982 1432">_____ (date 60 months following the Effective Date)</td> <td data-bbox="982 1234 1412 1432">\$195 per acre of the Option Property</td> </tr> <tr> <td data-bbox="600 1432 982 1627"></td> <td data-bbox="982 1432 1412 1627"></td> </tr> </table>	OR 10 days following receipt of all documentation outlined in <u>Schedule 10.1</u> , whichever date is later		_____ (date 12 months following the Effective Date)	\$80 per acre of the Option Property	_____ (date 24 months following the Effective Date)	\$135 per acre of the Option Property	_____ (date 36 months following the Effective Date)	\$155 per acre of the Option Property	_____ (date 48 months following the Effective Date)	\$175 per acre of the Option Property	_____ (date 60 months following the Effective Date)	\$195 per acre of the Option Property		
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_____ (date 48 months following the Effective Date)	\$175 per acre of the Option Property														
_____ (date 60 months following the Effective Date)	\$195 per acre of the Option Property														
I. Option Period:	The Option Period will begin on the Effective Date and expires on <u>March 19, 2030</u> (sixth (6 th) anniversary of the Effective Date).														

A. Owner is the owner of the Option Property identified in Section F of the Basic Terms Summary.

B. Grantee is exploring the possibility of developing, constructing, owning, and operating a commercial solar energy facility and delivery system and/or battery energy storage system in the Counties (the “**Project**”). Grantee may construct and own multiple solar energy projects in the general vicinity of the Option Property, which may or may not include the Option Property.

C. Grantee desires to obtain an option to lease and obtain certain easements on the Option Property for the purposes of investigating the suitability of the Project on the Option Property and upon exercise of the Option, to then lease and obtain certain easements for developing, constructing, and operating the Project in accordance with the terms and conditions set forth in the form of Solar Energy Lease Agreement which is attached hereto as Exhibit C (the “**Lease**”).

D. Owner desires to grant Grantee an option to lease the Option Property and, upon Grantee’s election to exercise the Option and the satisfaction of certain conditions contained herein, to grant Grantee certain rights and easements on and over the Option Property as a lessee as set forth in the Lease.

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed by the Parties, Owner and Grantee agree to all of the terms, provisions and conditions contained in this Agreement.

Section 1. Grant of Lease Option.

1.1 Option to Lease. Owner hereby grants to Grantee and Grantee hereby accepts from Owner an exclusive, irrevocable option to lease all or any portion of the Option Property (“**Option**”) subject to the terms, conditions and provisions of this Agreement. Upon Grantee’s exercise of the Option in accordance with Section 5.1 and the satisfaction of the conditions set forth in Section 4.2.1 and 4.2.2, Owner agrees to lease the Option Property to Grantee in accordance with the terms of the Lease for Solar Energy Purposes (as herein defined), including for the purposes of constructing, installing, operating, maintaining, replacing, relocating, and removing from time to time the following facilities, collectively “**Solarpower Facilities**”:

- (i) (a) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, mounting units and all necessary ancillary improvements and equipment providing support or otherwise associated therewith; and (b) photovoltaic and concentrating solar power generating equipment or such other solar-powered generating equipment as determined in by Grantee’s commercially reasonable judgment to be used to capture and convert solar radiation to produce electricity;
- (ii) overhead and underground electrical distribution, collection, transmission and communications lines, towers and related appurtenances, electric transformers, electric substations, switch stations, junction boxes, energy storage facilities, telecommunications equipment, and other related power generation and transmission facilities related to the commercial solar energy conversion facility (collectively “**Transmission Facilities**”);
- (iii) temporary and permanent roads, crane travel paths, fences and gates;
- (iv) meteorological towers, sonic detection and ranging equipment, or other solar or meteorological measurement devices or any equipment related thereto (“**Met Towers**”);
- (v) crane pads;

- (vi) control buildings, maintenance buildings, maintenance yards, septic systems, laydown and staging areas, and related facilities and equipment; and,
- (vii) other improvements, facilities, machinery and equipment that Grantee reasonably determines are necessary, useful or appropriate for solar-energy collection or transmission purposes.

1.2 Additional Easements. The following easements on, above, over, under, through, and across the Option Property are included in the Option and will be granted upon exercise of the Option in connection with the Lease:

1.2.1 Grant of Solar Easement. Exclusive, irrevocable easements on, over, across, and above the Option Property to capture, use and convert the unobstructed solar resources over and across the Option Property and any adjacent land owned by Owner (“**Owner’s Adjacent Property**”), provided, however, that such easements will not prevent Owner from developing solar projects on Owner’s Adjacent Property and granting similar easements in connection therewith on Owner’s Adjacent Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Option Property is prohibited.

1.2.2 Grant of Access Easements. An easement and right to cross on, under, over and across the Option Property and Owner’s Adjacent Property, for access to and from, the Project and Solarpower Facilities, whether the same are located on the Option Property or on any other lands (each, an “**Access Easement**”). Among other things, such Access Easement shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement. The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Option Property, and shall inure to the benefit of and be binding upon Owner and Grantee and their respective transferees, successors and assigns, and all persons claiming under them.

1.2.3 Insolation Easement. An easement and right on the Option Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Option Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Option Property which might obstruct receipt of or access to sunlight throughout the Option Property or interfere with or endanger the Solarpower Facilities or Grantee’s operations, as determined by Grantee.

1.2.4 Transmission Easement. An exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities over and across the Option Property.

1.2.5 Other Easements. An easement for the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports. Owner will further grant to Grantee a non-exclusive easement over and across the Option Property for any audio, visual, glare, view, light, shadow, noise, vibration, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from Grantee’s activities on the Option Property or the Project.

1.3 Option Period Activities.

1.3.1 Grantee’s Activities during the Option Period. During the Option Period (defined below), Grantee, its employees, contractors, or agents, may enter onto the Option Property on a non-exclusive basis for the purposes of determining the feasibility of solar energy conversion and other power generation and/or storage on the Option Property, including studies of the feasibility of solar energy conversion and other meteorological data, avian studies, interconnection studies, and conducting title examinations and surveys extracting soil samples, performing geotechnical and biological tests, performing

environmental assessments, surveying the Option Property, and conducting such other tests, studies, inspections and analyses on the Option Property as Grantee deems necessary, useful, or appropriate including, without limiting the foregoing, the installation of meteorological stations (“**Grantee’s Option Period Activities**”); provided, however, that Grantee shall use commercially reasonable efforts to provide at least 24-hour prior notice to Owner prior to conducting any activities on the Option Property. All installations, tests, and inspections performed by Grantee during the Option Period shall be at Grantee’s sole expense. Following Grantee’s conclusion of any and all such activities, Grantee shall, at its sole expense, restore the Option Property to as close to conditions as the date before such activities began as reasonably practical, including by removing all associated equipment and appurtenances, if any. Grantee’s Option Period Activities shall not materially interfere with Owner’s existing agricultural operations, which includes damaging any irrigation infrastructure.

1.3.2 Owner’s Activities during the Option Period.

1.3.2.1 Owner leases the Option Property and the Owner’s Adjacent Property pursuant to that certain Agricultural Lease Agreement (Devil’s Den, Kern and Kings County, California) dated as of January 1, 2022, between Grantor and Rolling Hills Farms, as amended by that certain First Amendment to Agricultural Lease Agreement dated as of January 1, 2024 (“Agricultural Lease”) for agricultural use to a private lessee (“Agricultural Lessee”). Grantee will exercise its rights and easements during the Option Period in such a manner that doesn’t unreasonably interfere with such activities. Owner will coordinate with the Agricultural Lessee to ensure that its activities do not interfere with Grantee’s ability to investigate and inspect the Option Property pursuant to Section 1.3.1 above. Within fifteen (15) days of the Effective Date, Owner shall provide Grantee with a copy of the Agricultural Lease. Owner shall deliver the Option Property to Grantee free and clear of any and all rights or interests of tenants, licensees, and other occupants to those prior-existing leases, licenses and other occupancy agreements, including the Agricultural Lease.

1.3.2.2 Owner agrees and covenants that it will send a notice of termination (the “**Termination Notice**”) of the Agricultural Lease to Agricultural Lessee on or before the date that is three (3) days after the Option Exercise Date. Owner shall reasonably cooperate with Grantee to provide the Termination Notice to Agricultural Lessee prior to the Option Exercise Date upon Grantee’s reasonable determination that it will proceed with the exercise of the Option. Owner agrees and covenants that the Agricultural Lease will be terminated on the date (the “**Final Date**”) that is ninety (90) days after the earlier of the (i) date the Termination Notice was delivered to Agricultural Lessee; provided that Agricultural Lessee shall have an additional thirty (30) days to remove equipment and improvements from the Storage Area (as defined below) as set forth in Section 1.4.3, or (ii) the Option Exercise Date.

1.3.2.3 If Grantee requires termination of the Agricultural Lease on a date that is earlier than the Final Date, then the Option Notice (as defined below) provided by Grantee will include a proposed termination date for the Agricultural Lease (the “**Proposed Date**”). If Agricultural Lessee requires a longer period of time than the Proposed Date for the removal of equipment and improvements from the Storage Area as set forth in Section 1.4.3, Owner agrees to coordinate between Agricultural Lessee and Grantee to expedite such removal. In such case, Owner and Grantee will reasonably agree on an alternative termination date for the Agricultural Lease to accommodate such removal. For the avoidance of doubt, in no event shall such alternative termination date be after the Final Date. The date on which the Agricultural Lease is terminated and Agricultural Lessee vacates the Option Property is the “**Termination Date**”. If prior to receipt of the Termination Notice, Agricultural Lessee planted crops on the Option Property that cannot be harvested prior to the Termination Date, and the Termination Date is earlier than the Final Date, then Grantee will compensate the Agricultural Lessee for the loss of any crops resulting from the early termination of the Agricultural Lease on the Termination Date, as set forth in Section 7.1. Notwithstanding anything to the contrary in this Agreement, the Lease shall commence on the later of (i) the day after the Termination Date, or (ii) the date provided in Section 5.2. Notwithstanding the foregoing, Grantee shall have the right, in its

sole discretion, to elect to (i) waive the provisions of this Section 1.3.2 and have the Lease commence prior to Agricultural Lessee's removal of the equipment and improvements from the Storage Area, provided that Agricultural Lessee and Owner agree to indemnify Grantee for any loss or damages resulting from Agricultural Lessee's access to the Option Property or removal of its equipment and improvements on a form satisfactory to Grantee.

1.3.2.4 From and after the Effective Date, Owner shall not (i) enter into any new leases, licenses or other occupancy agreement affecting the Option Property other than renewals and replacements of the existing Agricultural Lease on substantially similar terms, provided that, any renewal or replacement of the existing Agricultural Lease will grant Owner the right to terminate the Agricultural Lease within thirty (30) of notice to Agricultural Tenant, (ii) grant any new easements affecting the Option Property, (iii) impose or permit the imposition of any lien, encumbrance or restriction on Option Property or record or allow the recording of the same, in each case, without the prior written consent of Grantee, or (iv) build or permit the construction of any improvements on the Option Property. If the Agricultural Lease is terminated by the Agricultural Lessee, as to any portion of the Option Property, during the Option Period, Owner will continue to disk any portions of the Option Property that are not planted with permanent crops or encumbered by irrigation equipment every six (6) months, and Grantee will reimburse Owner for such costs on an annual basis.

1.3.3 Insurance and Indemnity.

1.3.3.1 Grantee shall, at its expense, obtain and maintain policies of insurance covering Grantee's activities on the Option Property throughout the Option Period. Insurance coverage will include public liability and property damage with an insurance carrier satisfactory to Owner to protect Grantee and Owner against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property resulting from acts of commission or omission by Grantee, or otherwise resulting directly or indirectly from Grantee's Option Period Activities. Owner shall be named as an additional insured on all such policies. The following coverage shall be maintained by Grantee in full force and effect during the entire period of performance of the Option Period, including any extensions, and shall be written on an "occurrence" basis: commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Four Million Dollars (\$4,000,000) general aggregate, with a per occurrence limit of Two Million Dollars (\$2,000,000) (total limits required may be satisfied with an excess or umbrella policy); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit; and to the extent applicable, workers compensation insurance in amounts required by the State of California.

1.3.3.2 Grantee shall defend, indemnify, and hold harmless Owner and Owner's Affiliates, successors, and assigns, and all such Party's members, partners, officers, directors, employees, agents, representatives, contractors, licensees, and invitees (collectively, the "**Owner Parties**" or an "**Owner Party**") from and against any and all actual, out-of-pocket losses, damages, third-party claims, expenses, and liabilities for physical damage to property (including under applicable environmental laws) and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any activities of the Grantee on the Option Property, (ii) the failure of Grantee to materially comply with any applicable laws, rules or regulations in connection with its activities on the Option Property; or (ii) any negligent or intentional act or omission on the part of the Grantee. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Owner or Owner Parties. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits, and similar damage and in no event will it include consequential, indirect, punitive, or similar damages except to the extent required to

be paid to a third party, including any governmental authority, pursuant to a judgment or court order. This indemnification shall survive the termination of this Agreement.

1.3.4 Liens. Grantee shall keep the Option Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Option Property for Grantee's use or benefit; provided, however, that if such a lien does arise, Grantee has a right to contest such lien and Grantee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Option Property pursuant to applicable law, in which case Grantee shall not be deemed to have breached this Section 1.3.4.

1.4 Title and Real Property Disclosures.

1.4.1 Title to Property. If Grantee exercises the Option, Grantee will be satisfied, in its sole discretion, with the condition of title to the Option Property and verification that Owner owns fee title to the Option Property, free and clear of any liens or encumbrances that would interfere with Owner's execution of the Lease or the exercise of Grantee's rights under this Option or the Lease. There are currently three parcels (APNs 043-304-13-01-5, 043-304-07-01-8 and 043-304-16-02-3) that make up a total of 0.34 acres of the Option Property that have been identified by Grantee as having discrepancies in fee title. Owner will cooperate with Grantee during the Option Period to clarify fee title for such parcels.

1.4.2 Owner's Mineral Rights. Reference is made to all oil, gas and other minerals in, on, under or that may be produced from the Option Property (collectively, the "**Mineral Rights**"). To the extent of Owner's interest in any of the Mineral Rights, Owner agrees that upon exercise of the Option, it will release and waive, on behalf of itself and its successors and assigns (and agrees that all future owners and lessees of any rights, titles or interests in or to the Mineral Rights now owned by Owner, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by such lessee, assignee or grantee, as applicable), all rights of ingress and egress to enter upon the surface of the Option Property, and the area located between the surface and 500 feet beneath the surface of the Option Property for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the oil, gas or other minerals. The foregoing provision shall be a covenant running with the land binding upon Owner, its successors and assigns. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining the oil, gas and other minerals by directional drilling under the Option Property from well sites located on tracts other than the Option Property and provided such directional drilling is located at a minimum depth of 500 feet below the surface of the Option Property. Upon exercise of the Option, the provisions hereof shall be binding upon and inure to the benefit of Owner and Grantee and their respective successors and assigns. Upon ten (10) business days' written request from Grantee at any time following the exercise of the Option, to the extent Owner owns any Mineral Rights, Owner agrees to execute a recordable document containing the terms of this waiver of rights, and Grantee shall have the right to record such document in the real property records of the Counties. Owner shall cause its Affiliates that own any Mineral Rights to execute similar waivers within ten (10) business days of request by Grantee. Further, to the extent that any third party has an interest in the Mineral Rights (each a "**Mineral Rights Party**") and such interests are still in effect, Owner shall cooperate with Grantee (and shall cause its Affiliates to cooperate with Grantee), at Grantee's sole expense, in attempting to obtain a surface rights waiver agreement from such Mineral Rights Party on or before the exercise of the Option. During the Option Period, if required by any Mineral Rights Party, Grantee and Owner shall work together with the Mineral Rights Party to (i) locate and define potential drill pad locations ("**Drill Pads**") that shall be reserved for surface activities related to the Mineral Rights, and (ii) enter into a binding agreement (contingent upon exercise of the Option) (a) limiting Mineral Rights production to such Drill Pads; and (b) providing for ingress and egress to such Drill Pads by such Mineral Rights Party on roads which may go through the Option Property (at location(s) acceptable to Grantee) or the property adjacent to the Option Property owned by Owner. All Drill Pad areas and access roads to the Drill Pads shall be

deducted from the Option Property; Grantee shall not owe any rent under the Lease on any portion of the Option Property comprising Drills Pads or access roads to Drill Pads.

1.4.3 Existing Improvements and Structures; Clean Up of Maintenance Yard. Grantee acknowledges and understands that the Agricultural Lessee uses an approximately ten (10) acre portion of Assessor's Parcel No. 050-350-043 (located on Highway 33) (the "**Storage Area**") for maintenance and storage of agricultural vehicles and other purposes and that such area includes structures and above ground storage tanks that pre-exist the Agricultural Lessee's use of the Option Property and are not subject to removal by the Agricultural Lessee. At or prior to the exercise of the Option, Grantee will notify Owner if Grantee intends to include this area within the Lease. If Grantee desires to include this area in the Option exercise, then the Agricultural Lessee will have no less than ninety (90) days to remove all equipment, improvements or other materials that are owned by the Agricultural Lessee. With respect to that portion of the Option Property for which Grantee exercises the Option, Grantee will be responsible for the removal of any improvements that would interfere with Grantee's intended use, including without limitation, any irrigation pipelines, maintenance buildings and other structures, and capping any existing wells that will not be used in connection with Grantee's operations on the Option Property.

1.4.4 Landlocked Parcels. There are multiple parcels within the boundaries of the Option Property that are landlocked as described on Exhibit B-2 ("Third Party Parcels"). The Third Party Parcels are leased by Owner, as lessee, on an annual basis pursuant to an unrecorded lease to which Owner is a successor-in-interest which can be terminated at any time by the owner of the Third Party Parcels. Grantee acknowledges that the Third Party Parcels will require access rights in the event that such lease is terminated by the owner of any Third Party Parcel and Grantee will be solely responsible for obtaining long term rights to either (i) enter into a new lease for purposes of operating the Project on the Third Party Parcels; or (ii) provide a corridor within the Project for access to such Third Party Parcels. Owner will cooperate with Grantee during the Option Period to obtain such rights or to provide an access easement as necessary to provide access to the Third Party Parcels.

1.4.5 Water Rights; Provision of Water. Water rights associated with the Option Property are not included in the Option and will be retained by Owner. Notwithstanding the foregoing, during the term of the Lease, Grantee will have the right to pump groundwater from one or more wells located on the Option Property for the purpose of (i) providing construction water during the construction of the Project; and (ii) such water as is necessary for the maintenance of the Project, including periodic cleaning of solar panels, landscaping and domestic use with respect to any buildings or improvements constructed in connection with the Project (subject to the requirements of applicable law). All pumping of groundwater from the Option Property will be subject to applicable laws, including mitigation measures imposed by the State of California or any local agency with jurisdiction over groundwater use on the Option Property. Grantee will be responsible for all costs associated with the construction and maintenance of wells and any fees or charges imposed on the extraction of groundwater from the Option Property. Grantee will meter all pumping of groundwater from the Option Property and in no event will the Lease allow for water use in excess of 1,500 acre feet per year for construction or 1,000 acre feet per year for maintenance without the written consent of Owner. Owner makes no representation or warranty concerning the quantity or quality of the groundwater at the Option Property or its suitability for use by Grantee.

Section 2. Purpose and Scope of Agreement. Following the exercise of the Option, Grantee will have the exclusive right to use the Option Property for Solar Energy Purposes. "**Solar Energy Purposes**" means Grantee's Option Period Activities described in Section 1.3.1, and, following the exercise of Grantee's Option, any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related to such uses, including, without limitation: (a) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating the Solarpower Facilities, and (b) undertaking any other activities on the Option Property or elsewhere, whether accomplished by Grantee or a

third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. At Grantee's option, the terms "**Project**", "**Solar Energy Purposes**", and "**Solarpower Facilities**" may be expanded to include any of the following additional uses and purposes:

- A. "**Energy Storage Purposes**", which refers to (i) assessing the feasibility of, and if Grantee, without obligation and within its sole discretion, so elects, (ii) erecting, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using utility scale energy storage facilities including storage facilities utilizing battery technology along with all necessary ancillary improvements and equipment providing support or otherwise associated therewith (the "**Battery Facilities**"); Battery Facilities may be owned and/or operated by Grantee or any Affiliate and each of their respective successors and assigns;
- B. "**Hydrogen Energy Purposes**", which refers to the conversion of water into hydrogen through the process of electrolysis, and includes installation, use, maintenance, and operation of one or more electrolyzers and associated equipment, including compressors, pumps, fans, and associated pipeline and infrastructure (collectively, "**Electrolyzers**"); Electrolyzers may be owned and/or operated by Grantee or any Affiliate and each of their respective successors and assigns; and
- C. "**Carbon Capture Purposes**", which refers to the capture of carbon via above-ground infrastructure referred to as "direct air capture" technology, and includes the installation, use, maintenance and operation of direct air capture facilities for such purposes. Such facilities may be owned and/or operated by Grantee, any Affiliate of each and their respective successors and assigns. The use of the Option Property for Carbon Capture Purposes does not include the lease of the sub-surface pore space of the Option Property for carbon storage, which Owner asserts are reserved rights of Owner separate and apart from any existing mineral rights.

Section 3. Owner's Reserved Rights. During the Option Period, Grantee shall have the non-exclusive right to access the Option Property for the purposes of conducting Grantee's Option Period Activities only, and Grantee shall not have any possessory right to the Option Property or any right to commence construction of the Project, and Owner shall have the right to continue to possess, use, and occupy the Option Property subject to (a) Grantee's rights to conduct Grantee's Option Period Activities and (b) Owner's compliance with covenants, terms, and conditions set forth in this Agreement, including but not limited to Section 1.3.2. In the event Grantee exercises its Option, then during the Construction Period, Operations Period and any Renewal Period, Grantee shall have the exclusive possession of the Option Property and Owner acknowledges that neither Owner nor any of any Owner's lessees, licensees or grantees (other than Grantee) shall have any right to use the Option Property until this Agreement terminates or expires.

Section 4. Permitting and Environmental.

4.1 Permitting. During the Option Period, Grantee will have the right to apply for all land use and natural resource permits and approvals, including any general plan amendments, zoning amendments, conditional use permits, variances, building permits, development permits, construction permits, subdivision and platting permits and approvals, environmental impact reviews or any other approvals, permits or authorizations required or desirable for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Project (collectively the "**Permits**"). Owner will reasonably cooperate with Grantee to execute applications for Permits that require landowner participation and or provide letters of authorization or agency, subject to reimbursement for its out-of-pocket expenses, including expenses incurred for the review of applications by legal counsel and appropriate consultants with respect to environmental and other regulatory matters. Owner consents to and authorizes Grantee to sign and file Permits on Owner's behalf, and, in connection with execution of this Agreement, Owner shall provide an

authorization letter in the form attached hereto as Exhibit F authorizing Grantee to apply for and obtain Permits for the Project in addition to executing such authorization forms as may be requested by any governmental authority. Notwithstanding the foregoing, Owner shall have no less than thirty (30) days to review all such Permits prior to filing and Grantee will coordinate with Owner to address any Owner concerns; and Grantee shall use commercially reasonable efforts to address Owner's concerns with respect thereto; for avoidance of doubt, provided the Permits are consistent with this Agreement and reasonably necessary to permit the Project, Owner shall have no right to consent to the filing of such Permits. Furthermore, until such time as the Option has been exercised and Owner has completed its review of the Project pursuant to Section 4.2, no Permit shall bind the Option Property or require the payment of any additional assessments, exactions, or fees, or the dedication of land pursuant to such Permits. Subject to the consent of Owner, which shall not be unreasonably withheld, conditioned or delayed, Grantee may elect to file a subdivision plan and obtain a tentative tract map for the Option Property to be subdivided so that the area to be leased forms a separate legal parcel. Grantee shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Grantee in obtaining such subdivision approval including executing any reasonable and necessary documentation required for such process, provided, however, that no such subdivision will be finalized unless Grantee has committed to an exercise of the Option in connection with the approval of such subdivision and Owner has completed its review of the Project pursuant to Section 4.2. Upon the satisfaction of the foregoing requirements and completion of the subdivision, any newly subdivided parcels on which the Solarpower Facilities are located shall become the leased parcels pursuant to the Lease. Owner agrees that it shall not cause the Option Property to be subdivided without Grantee's written consent and Owner shall not seek or cause the Option Property to be rezoned or given a land use designation that would be inconsistent with the construction and operation of the Project. During the Option Period, Owner shall take no actions that frustrate the purpose of the Option or the goal of the Grantee to obtain Permits for the construction of the Solarpower Facilities.

4.2 Environmental Review

4.2.1 Prior to the exercise of the Option, Grantee must demonstrate completion of environmental review pursuant to the California Environmental Quality Act ("CEQA"), to the extent required for the issuance of the Permits and the construction of the Solarpower Facilities.

4.2.2 Owner's granting of the Lease, and any obligations of Owner associated with the Lease, are conditioned upon Owner's future compliance with CEQA as a responsible agency, including, but not limited to, a determination that the environmental impacts of the Project have been adequately considered and mitigated in compliance with CEQA. Owner's approval of this Option does not limit the ability of Owner to exercise discretion concerning the execution of the Lease. Nonetheless, it is the intent of Owner and Grantee to avoid a substantial delay between the completion of the CEQA review by the CEQA lead agency or agencies and the completion of the CEQA review and approval process by Owner as a responsible agency pursuant to this Section 4.2.2. Accordingly, to the extent feasible, Owner will coordinate the completion of its CEQA review and approval process with the completion of the CEQA review and approval process of the lead agency or agencies, provided, however, that nothing contained herein will require Owner to take action prior to Owner's completion of its CEQA obligations as a responsible agency. Owner acknowledges that its role in the approval of the Project is limited and its ability to mitigate impacts is limited by CEQA Guidelines section 15041(b). Owner will file a Notice of Determination under Title 14 of the California Code of Regulations, sections 15075 or 15094, as applicable, following adoption or certification of any environmental document for the Project and approval of the Lease. Grantee will be responsible for the cost of any environmental mitigation that is required by Owner in connection with the approval of the Lease, provided, however, that Grantee will have the option to terminate the Option if such cost is not acceptable to Grantee, in its sole discretion. Owner acknowledges that Owner's right to consider

alternatives and mitigation pursuant to its CEQA analysis and approval of the Lease will not entitle Owner to impose any change with respect to the material economic terms of the Lease, such as the Rent or the length of the term of the Lease, in connection with such approval.

4.2.3 Grantee will be responsible for the cost of all reports and documentation necessary for Owner's CEQA review as a responsible agency and will reimburse Owner for all reasonable out of pocket costs of Owner for consultants and legal review of CEQA documentation pursuant to Section 4.2.2. Owner will bear the cost of all staff time in connection with the CEQA review.

4.2.4 In the event of any third party challenge to the CEQA approval of the Project by Owner or in the event that Owner is named in connection with the CEQA approval of the lead agencies, Grantee will indemnify and defend Owner from all claims, costs and attorney fees. Within ten (10) days of the receipt of notice from Owner of a CEQA challenge, the Parties will meet and confer to determine the merits of the challenge and whether Grantee desires to defend the CEQA approval with counsel of its choosing or request that Owner withdraw the approval. If Grantee determines to move forward with defending the CEQA approval, then Grantee and Owner will enter into a joint defense and reimbursement agreement pursuant to which Grantee will indemnify Owner and pay all legal costs associated with such defense. If at any time Grantee determines that it is no longer viable to proceed with the Project or that it desires to settle the claims, it may give written notice to Owner and Owner will cooperate in such disposition, provided, however, that Grantee will be responsible for all costs associated with any settlement or which are incurred by Owner prior to the final disposition of the action. If at any time Owner desires to settle the claims, it may give written notice of such desire to the Grantee and shall work in good faith with Grantee to avoid prejudice to Grantee's rights under the Option and Lease. If Owner is named as a party in a challenge of the CEQA approval by the lead agencies, then the Parties will further confer with the lead agencies for the environmental review to determine whether and how to proceed with the defense of any action challenging CEQA review of the Project.

Section 5. Option Period; Lease Term.

5.1 **Option Period.** The "**Option Period**" commences on the Effective Date and expires on the date identified in Section I of the Basic Terms. Subject to the completion of the CEQA review and approval process pursuant to Section 4.2, at any time during the Option Period, Grantee may exercise the Option by delivering written notice to Owner ("**Option Notice**"). The Option Notice will state (a) that the Grantee is exercising the Option, (b) the date that the Option is exercised ("**Option Exercise Date**"), (c) if the Option is exercised for less than all of the Option Property, a legal description of the portion of the Option Property with respect to which the Option is being exercised, (d) the acreage of the Property (not including the Excluded Property as defined in the Lease) for the purposes of calculating rent pursuant to the Lease, and (e) if Grantee exercises the Option for less than the Minimum Acreage (as defined below), an irrevocable written commitment (in form reasonably satisfactory to Owner) by Grantee (the "**Commitment**") to exercise the Option, on or before the expiration of the Option Period, for additional acreage such that the aggregate acreage of the Leased Property (as defined below) shall equal no less than the Minimum Acreage. In no event will Grantee have the right to exercise the Option for less than 5,000 acres of the Option Property (the "**Minimum Acreage**"), all of which shall be in one contiguous portion of the Option Property which includes all necessary transmission facilities, substations and other improvements or real property rights necessary for the Project. Provided, however, that Grantee may exercise the Option in phases of less than 5,000 acres of Property, if Grantee provides the Commitment in the first Option Notice. By way of example, subject to the completion of the CEQA review and approval process pursuant to Section 4.2, at any time during the Option Period, Grantee may exercise the Option for 1,000 acres of the Option Property, if the Option Notice contains the Commitment that Grantee will exercise the Option for an additional 4,000 acres on or before the expiration of the Option Period. In the event that Grantee fails to exercise the Option as to the remaining Minimum Acreage on or before the expiration of the Option Period, it will be deemed to have been exercised as of the last day of the Option Period, Grantee shall provide a legal description of the portion

of the Option Property with respect to the remaining Minimum Acreage, and the parties shall execute and deliver the Lease for the remaining Minimum Acreage pursuant to the terms of Section 5.2. If Grantee exercises the Option and subject to Owner's review and approval of the proposed boundaries of the Option Property, which approval will not be unreasonably delayed or withheld, Grantee will prepare a legal description of that portion of the Option Property to be included in the Lease ("**Leased Property**") and the legal description of the Leased Property will be attached to the final Lease form as Exhibit A prior to execution. If Grantee fails to exercise the Option during the Option Period, then this Agreement shall terminate and become null and void except for any provisions that survive its termination. In the event that Grantee exercises the Option with respect to only a portion of the Option Property, (a) the remainder of the Option Property that is not identified in the Option Notice shall remain subject to the Option and this Agreement and Grantee may subsequently deliver one or more further Option Notices during the Option Period with respect to all or a portion of such remainder of the Option Property, and (b) future Option Payments shall be payable only with respect to the acreage of such remainder of the Option Property for which the Option has not been exercised.

5.2 Execution of Lease; Recording of Memorandum of Lease; Lease Term. Within thirty (30) days of any Option Exercise Date, Owner and Grantee will execute and deliver the Lease, the form of which will be updated as necessary to reflect any changes in the Project since the execution of the Option or as otherwise mutually agreed by Owner and Grantee, together with an executed and notarized memorandum of lease in the form attached to the Lease. The memorandum of lease will be recorded in the official records of each County in which the Project will be located. The term of the Lease shall commence on the execution date and continue for the period specified in the Lease. Notwithstanding anything else herein to the contrary, the term of the Lease shall under no circumstances exceed Thirty Four (34) years and Eleven (11) months.

Section 6. Payments.

6.1 Option Payment. Grantee shall pay Owner the payments set forth in Section G of the Basic Terms Summary as consideration for the rights granted to Grantee during the Option Period (the "**Option Payment**"). No consideration other than the Option Payment shall be payable by Grantee to Owner during the Option Period. If Grantee elects to terminate this Agreement during the Option Period, the amount of Option Payment paid at the time of such termination is nonrefundable and shall belong to Owner, so long as Owner is not in default under this Agreement.

6.2 Reimbursement Obligations. With respect to any cost and expense that Grantee has agreed to reimburse Owner, Grantee will pay such reimbursement within thirty (30) days of an invoice from Owner with respect to same. Owner agrees to provide reasonable documentation of any reimbursable amount pursuant to this Agreement together with the invoice.

6.3 Change in Property Ownership. Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner's interest in the Option Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor Owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

6.4 Wiring Instructions for Payment. Owner shall furnish to Grantee completed wiring instructions for Owner contemporaneously with the execution of this Agreement and thereafter upon any change in Owner's wiring instructions.

Section 7. Crop Compensation; Conservation Contracts.

7.1 Crop Compensation.

7.1.1 Grantee shall pay Owner crop damages for all crops that are removed or damaged as a direct result of Grantee's activities on the Option Property during the Option Period, as calculated below ("**Crop Damages**"). For clarity, crop damage, if applicable, will be paid upon reasonable request, which shall not be more than once per year, during the Option Period.

Crop damages will be calculated by the following formula:

Price x Yield x Amount of Damaged Acres = Crop Damages.

- (i) "**Price**" for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop, or if not listed by the Chicago Board of Trade, other publicly available data for the particular crop, multiplied by two.
- (ii) "**Yield**" will be the average of the previous two years' yield of the same crop as the damaged crop according to Farm Services Agency records for the county in which the Option Property is located (or other commonly used yield information available for the area).
- (iii) "**Amount of Damaged Acres**" will be the number of acres (rounded to the nearest one tenth of an acre) of the Option Property that suffered crop damage due to Grantee's activities on the Option Property.

7.1.2 Owner Records. Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Option Property and provide such calculation to Owner. If Owner believes that the Price, Yield or Amount of Damaged Acres is incorrect, Owner may submit records and documentation ("**Owner's Records**") that Owner believes accurately reflect the Amount of Damaged Acres and Yield. For purposes of the foregoing, "Owner's Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee's sole cost and expense. Grantee shall remit payment for any Crop Damage to Owner within 30 days following Grantee's receipt of the results of the impartial party's calculation.

7.2 CRP. If Owner is a party to a contract with the U.S. Department of Agriculture for land enrolled in the Conservation Reserve Program pursuant to 7 C.F.R. Part 1410 ("**CRP**"), or any other conservation program, Owner shall provide Grantee with a true and complete copy of the CRP contract, or such other conservation contract with respect to that portion of the Option Property that is enrolled in CRP, or such other conservation program, together with all amendments and modifications and shall give permission for Grantee to speak with the local Farm Services Agency, a division of the U.S. Department of Agriculture ("**FSA**") or the Natural Resources Conservation Service, a division of the U.S. Department of Agriculture or any other service center for such additional conservation programs on Owner's behalf as the contract relates to the Option Property. During the Option Period, Owner agrees to not renew, reapply, or apply for any CRP or other conservation program without Grantee's prior written consent, and shall provide Grantee with a copy of any CRP, or other conservation program contract proposed to Owner after the Effective Date. If applicable in any year, Grantee shall reimburse Owner for the penalties and interest, if any, assessed by FSA to remove that portion of the Option Property from CRP or (if not paid directly by Grantee to FSA). If requested by Grantee, Owner shall notify the FSA, or such other service center for a conservation program, as applicable, that it has permission to communicate directly with Grantee with regard to the applicable CRP contract, or other conservation contract, as applicable, and that portion of the Option Property enrolled in CRP, or other conservation programs, as applicable. Grantee shall have no right to receive payments made by the FSA

arising from the CRP contract. Owner shall have the exclusive right to receive all such FSA payments attributable to the CRP contract.

7.3 Williamson Act Contracts. In the event Grantee determines that any portion of the Option Property is subject to one or more Williamson Act or Farmland Security Zone contracts, and if Grantee determines that non-renewal or cancellation of such contracts is required for Grantee to use the Option Property for the Project, then Grantee shall have the right to pursue such non-renewal or cancellation. Owner shall cooperate with Grantee's efforts to obtain non-renewal or cancellation of any such contracts, including executing applications and agreements related thereto and participating in any meetings requiring Owner's attendance.

7.4 Livestock. Grantee shall compensate Owner for the fair market value of any animal killed or lost as a direct result of Grantee's activities on the Option Property. It is a condition to Owner's right to payment under this Section that Owner provide to Grantee (i) a written request for payment, together with reasonable evidence that the applicable animal was killed or lost as the direct result of Grantee's activities on the Option Property, and (ii) reasonable support for the fair market value of the applicable animal. In no event shall Grantee be required to reimburse Owner for any losses caused by anyone other than Grantee or a Grantee Party.

Section 8. Owner's Representations, Warranties and Covenants. Owner represents, warrants and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Option Property in fee simple and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Option Property and Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

8.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Option Property or elsewhere, shall not, currently or prospectively, interfere with the rights granted pursuant to this Option or the Lease.

8.3 No Third Party Rights. Except as set forth on Exhibit D hereto, to the actual knowledge of Owner, there is no currently existing option, lease, right of refusal, mineral rights lease, sale contract, or other form of agreement granting possession of or a right to use the surface of the Option Property that has been entered into by the Owner and remains in effect ("**Third Party Rights**"), that could materially interfere with the development, construction, installation, maintenance or operation by Grantee of the Project or that allow any party other than Grantee to exploit the solar and air rights on or pertaining to the Option Property, develop a solar energy project or that could adversely affect Grantee's use of the Option Property or obtaining the benefits intended under this Agreement. Owner agrees to terminate any Third Party Right prior to Grantee's exercise of the Option pursuant to Section 5.1. Owner agrees that it shall not sever any solar rights or Option Payments received pursuant to this Agreement from the Option Property and this Agreement and all rights provided hereunder shall run with the land.

8.4 Hazardous Materials. To the actual knowledge of Owner, as of the Effective Date, there are no Hazardous Materials located on the Option Property and the Option Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Option Property nor are any underground storage tanks presently located on the Option Property.

8.5 No Litigation. Owner is not a party to any, and to Owner's best knowledge, there are no

pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) which could reasonably be expected to have a material adverse effect on Owner's ownership of the Option Property or Option Property or any part thereof or interest therein or the construction and operation of the Project on the Option Property by Grantee.

8.6 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Grantee all solar data, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Solarpower Facilities, and the like, whether disclosed by Grantee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner, without any restrictions, at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal advisors ("**Owner's Representatives**"); any prospective purchaser of the Option Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information. Owner shall be responsible and liable to Grantee for any acts or omissions by Owner's Representatives that would constitute a breach of this Section 10.13. All solar data generated from the Project shall be the sole property of Grantee and Grantee shall have no obligation to provide copies or share such data with Owner. The obligations of Owner pursuant to this Section 8.6 will be subject to the disclosure obligations of Owner under the California Public Records Act.

8.7 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Option Property, and has installed or constructed or desires to install or construct any Solarpower Facilities on said land at and/or near the common boundary between the Option Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Option Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner further waives any Setback Requirements which may apply to the installation of Solarpower Facilities on the Option Property. Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority. Owner acknowledges that certain aspects inherent to the construction on and operation of the solar power facilities and/or energy storage facilities may result in some nuisance, such as visual impacts, possible glare, possible increased noise levels, possible dust impacts during construction, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Owner understands and has been informed by Grantee that the Project may result in some nuisance, and hereby accepts such nuisance, and Owner waives its right to object to such nuisance provided Grantee complies with its obligations under this Agreement.

8.8 Indemnity by Owner. Owner shall defend, indemnify, and hold harmless Grantee and Grantee's Affiliates, successors, and assigns, and all such Party's members, partners, officers, directors, employees, agents, representatives, contractors, licensees, and invitees (collectively, the "**Grantee Parties**" or an "**Grantee Party**") from and against any and all losses, damages, third-party claims, expenses, and liabilities for physical damage to property (including under applicable environmental laws) and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or

arising out of the negligent act or intentional act or omission on the part misconduct of the Owner or any Owner Parties on the Option Property. For the purposes of clarification, the Agricultural Lessee shall not be included as an “Owner Party” for the purposes of the indemnity of Owner, but Owner will cooperate with Grantee to enforce any indemnity rights under the Agricultural Lease. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Grantee or Grantee Parties. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits, and similar damage and in no event will it include consequential, indirect, punitive, or similar damages except to the extent required to be paid to a third party pursuant to a judgment or court order. This indemnification shall survive the termination of this Lease.

Section 9. Assignment; Right to Encumber; Division of Lease.

9.1 Assignment by Grantee. Grantee shall have the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Grantee’s interest in the Option (collectively “**Assignment**”) to one or more persons or entities (collectively “**Assignee**”); with the consent of Owner, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, no Owner consent shall be required for (i) any change in direct or indirect ownership or Control of Grantee, (ii) any Assignment to an Affiliate of Grantee, or (iii) any Assignment to a third party not affiliated with Grantee that has, directly or through an Affiliate, no less than five (5) years of experience with the development and operation of utility scale solar and energy storage facilities and the financial capability to carry out the obligations of the Grantee under this Agreement. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Grantee under this Agreement that are assigned to such Assignees. Upon Grantee’s assignment of its interest under this Agreement (with the consent of Owner, if required by this Section), or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Grantee’s proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Grantee under and pursuant to this Agreement, and Grantee shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. The term “**Affiliate**” as used in this Agreement means with respect to any person any other person that, directly or indirectly controls, is controlled by, or is under common control with such person. “**Control**” (including with correlative meanings “controlled by” and “under common control with”) as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities (whether a majority or minority interest), by contract, judicial order or otherwise.

9.2 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement shall run with the land and against the Option Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner’s interest in the Option Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor Owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

Section 10. Termination.

10.1 Grantee’s Right to Terminate. Grantee shall have the right to terminate this Agreement as to all or any part of the Option Property at any time prior to the exercise of the Option, provided, however, that such termination in part cannot reduce the Option Property below the Minimum Acreage. If Grantee terminates this Agreement as to a part of the Option Property, such termination shall accordingly decrease the payments due to Owner pursuant to Section 6 herein. In the event Grantee terminates this Agreement neither Owner nor Grantee shall have any further rights, liabilities or obligations under this Agreement except for any of same that expressly survive termination of this Agreement.

10.2 Owner’s Right to Terminate. Owner shall have the right to terminate this Agreement in the event that Grantee has not made any Option Payment as of the date when due and such failure has not been remedied within thirty (30) days after Grantee receives written notice of Owner’s intention to terminate this Agreement as a result of such failure.

10.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Grantee shall execute and record a release of the memorandum of option for the Option Property.

Section 11. Miscellaneous Provisions

11.1 Memorandum. Owner and Grantee shall execute in recordable form and Grantee shall then record a memorandum of this Agreement in the form attached to this Agreement as Exhibit E. Owner consents to the recordation of the interest of an Assignee in the Option Property. The memorandum will be recorded in all counties in which the Option Property is located.

11.2 Notices. All material notices or other communications required or permitted by this Agreement, including payments to Owner, and any notice or communication requesting for any term or provision of this Agreement to be waived or that such notice or communication could cause the other Party to be reasonably subjected to material liability if the notice or communication is not received shall be in writing and shall be deemed given when personally delivered to Owner, Grantee or an Assignee, or in lieu of such personal service, the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any other notice or communication between the Parties may be handled through email or other correspondence. Any notice shall be addressed as follows:

If to Owner:

If to Grantee:

TO THE ADDRESS SET FORTH IN SECTION C OF THE BASIC TERMS SUMMARY

TO THE ADDRESS SET FORTH IN SECTION E OF THE BASIC TERMS SUMMARY

Any party may change its address for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section.

11.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between Owner and Grantee respecting its subject matter. Any other agreement, understanding or representation respecting the Option Property or any other matter not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

11.4 Legal Matters.

11.4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in the State of California. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is waived. In any lawsuit arising out of or in connection with this Agreement, a party that obtains a judgment from the court substantially the same as the judgment sought therein shall be entitled to payment of its reasonable attorneys' fees in connection with the action.

11.4.2 Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Owner and Grantee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

11.5 Partial Invalidity. Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

11.6 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument. The parties hereby and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Owner and Grantee (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

11.7 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted, deemed or construed as constituting Owner, Grantee as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than that of optionor and optionee during the Option Period, and, if Grantee exercises its option to lease the Option Property, that of landlord and tenant during the term of the Lease; and Owner and Grantee agree not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Grantee or the subject matter of this Agreement.

11.8 Captions. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

11.9 Further Assurances. Owner and Grantee each agree to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

OWNER:

SANTA CLARITA VALLEY WATER AGENCY,
a California public agency

By: 

Print name: Matthew G. Stone

Its: General Manager

Date signed: March 15, 2024

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

GRANTEE:

IP Land Holdings, LLC,
a Delaware limited liability company

By: Lucas Alden Dunnington
D4E47AB30C9E4BB...

Print name: Lucas Alden Dunnington

Its: President

March 19, 2024

Date signed: _____

EXHIBIT A

**Legal Description of
Property**

Parcel 1:

The East 22 1/2 acres of the East 45 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, according to Government Township Plat approved May 31, 1855, in Kings County, State of California.

Parcel 1 contains 22.5 acres
Parcel 1 Tax ID No: 050-260-070-000

Parcel 2:

The West 22 1/2 acres of the East 45 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, according to Government Township Plat approved May 31, 1855, in Kings County, State of California.

Parcel 2 contains 22.5 acres
Parcel 2 Tax ID No: 050-260-069-000

Parcel 3:

The West 45 acres of the East 90 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in Kings County, State of California.

Parcel 3 contains 45 acres
Parcel 3 Tax ID No: 050-260-015-000

Parcel 4:

The East 46 acres of the West 230 acres of the South half of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in Kings County, State of California.

Parcel 4 contains 46 acres
Parcel 4 Tax ID No: 050-260-016-000

Parcel 5:

The Northwest Quarter of the Northwest Quarter; the North half of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northeast Quarter of the Northwest Quarter in Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian in Kings County, California.

Parcel 5 contains 70 acres
Parcel 5 Tax ID No: 048-320-034-000

Parcel 6:

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to the Official Plat thereof.

Parcel 6 contains 10 acres
Parcel 6 Tax ID No: 048-320-033-000

Parcel 7:

The Southwest Quarter of the Fractional Northwest Quarter, and the West half of the Southeast Quarter of the Fractional Northwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 7 contains 60 acres
Parcel 7 Tax ID No: 048-320-032-000

Parcel 8:

The South half of the South half of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 24.

AND

The Northeast Quarter; the South half of the Northwest Quarter; the Southwest Quarter; the North half of the Southeast Quarter; the Southwest Quarter of the Southeast Quarter; the North half of the Southeast Quarter of the Southeast Quarter; and the North half of the South half of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM:

- (a) The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 24;
- (b) The Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 24;
- (c) The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 24; and
- (d) The Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 24.

AND

The North half of the Northwest Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 24.

Parcel 8 contains 625 acres
Parcel 8 Tax ID No: 050-260-047-000

Parcel 9:

The Southwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 9 contains 161.32 acres
Parcel 9 Tax ID No: 048-320-031-000

Parcel 10:

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in the County of Kings, State of California.

Parcel 10 contains 2.5 acres
Parcel 10 Tax ID No: 050-260-054-000

Parcel 11:

The West half of Section 30, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 11 contains 326.96 acres
Parcel 11 Tax ID No: 048-330-001-000

Parcel 12:

The North half of the North half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California;

AND

The East half of Northeast Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California;

AND

The South half of the Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; and the South half of the Southeast Quarter all in Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 12 contains 230 acres

Parcel 12 Tax ID No: 050-350-015-000 AND 050-350-017-000

Parcel 13:

North half of the Northwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to the United States Government Township Plat approved May 31, 1855.

Parcel 13 contains 80 acres

Parcel 13 Tax ID No: 050-350-013-000

Parcel 14:

The North half of the South half of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian.

Excepting 10 acres described as the North half of the North half of the Northeast Quarter of the Southwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in County of Kings, State of California.

Parcel 14 contains 70 acres

Parcel 14 Tax ID No: 050-350-041-000 AND 050-350-042-000

Parcel 15:

The West half of the Northwest Quarter of Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 15 contains 82.77 acres

Parcel 15 Tax ID No: 048-330-017-000

Parcel 16:

The East half of the Northeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

AND

The Southwest Quarter and the West half of the Northeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

EXCEPTING therefrom a strip of land 100 feet in width 50 feet on each side of a center line, the description of said center line being as follows: BEGINNING at a point on the West boundary of Section 36, from which the West Quarter corner bears Northerly 973.74 feet distant; thence South 33 02' 30" East 1588.26 feet; thence curve 1 right 431.25 feet to a point on the south boundary of said Section, from which the Southwest corner bears Westerly 1174.25 plus feet distant, as conveyed to the County of Kings by Deed recorded September 6, 1930 in Book 64 at Page 340 of Official Records as Document No. 3689.

Parcel 16 contains 317.69 acres

Parcel 16 Tax ID No: 050-350-020-000 AND 050-350-043-000 AND 050-350-044-000

Parcel 17:

The West half of the Southwest Quarter of Fractional Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

EXCEPTING FROM the above described that portion of the West half of the Southwest Quarter of Fractional Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, described as follows: BEGINNING at the Southeast corner of said West half, said point of beginning having Coordinates Y=838, 837.59 and X=1, 417, 624.20; THENCE from said point of beginning and along the South line of said West half, North 89 06' 34" West 153.01 feet; thence leaving said South line North 15 39' 51" East 40.95 feet; thence along a curve to the right having a radius of 500 feet, through a central angle of 32 26' 42", an arc distance of 283.14 feet to a point on the East line of said West half; thence along said East line South 01 09' 23" West 279.07 feet to the point of beginning, as contained in Deeds executed by Richard Schnereger, et al, to the State of California and recorded May 29, 1968 in Book 922 at Page 727, 732 and 736 of Official Records.

Parcel 17 contains 86.99 acres

Parcel 17 Tax ID No: 048-330-015-000

Parcel 18:

The Southeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 18 contains 160 acres

Parcel 18 Tax ID No: 050-350-021-000

Parcel 19:

The Southeast Quarter of Section 33, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

AND

The Southwest Quarter of Section 33, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 19 contains 320 acres

Parcel 19 Tax ID No: 050-340-014-000

Parcel 20:

The West half of Section 6, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except a certain 1.639 acre parcel situated in the Southwest Quarter of the Southwest Quarter heretofore conveyed to Pacific Gas and Electric Company, a California corporation, by deed recorded May 13, 1949 in Book 1595 Page 490 of Official Records, described as follows:

Beginning at the southwest corner (marked by a 3/4 inch iron monument) of said Section 6 and running Thence North 0° 07' East, along the westerly boundary line of said Section 6, 208.7 feet to a 1/2 inch iron monument; Thence North 89° 36-1/2' East, parallel with the southerly boundary line of said Section 6, 238.66 feet to a 1/2 inch iron monument; Thence continuing North 89° 36-1/2' East, parallel with the southerly boundary line of said Section 6, 103.4 feet; Thence South 0° 07' West, parallel with the westerly boundary line of said Section 6, 208.7 feet to the southerly boundary line of said Section 6; Thence South 89° 36-1/2' West, along the last mentioned boundary line, 103.4 feet to a 3/4 inch iron monument in the last mentioned boundary line; Thence continuing South 89° 36-1/2' West, along the last mentioned boundary line, 238.66 feet, more or less, to the point of beginning.

Also except that portion of the Southwest Quarter of the Southwest Quarter of Section 6, Township 25 South, Range 16 East, Mount Diablo Meridian, described as follows:

Commencing for reference at the southwest corner of said Section, said southwest corner being at coordinates Y=833592.989 feet and X=1414503.342 feet; Thence (1) along the west line of the land conveyed to Pacific Gas and Electric Company by deed recorded May 13, 1949 in Book 1595 Page 490, Kern County Official Records, North 01° 17' 59" East, 208.70 feet to the north line of the land conveyed in said deed; Thence (2) along said north line, South 89° 14' 16" East 30.00 feet to the true Point of Beginning; Thence (3) continuing along said north line, South 89° 14' 16" East, 312.06 feet to the east line of the conveyed in said deed; Thence (4) along the northerly prolongation of said east line, North 01° 17' 59" East, 42.00 feet; Thence (5) along a line parallel with course (3) hereinabove described, North 89° 14' 16" West, 312.06 feet; Thence (6) along the east line of the west 30 feet of said Section, South 01° 17' 59" West, 42.00 feet to the true Point of Beginning.

As granted to the state of California for highway purposes in deed recorded June 4, 1963 in book 3613 page 19 of official records.

Also except that portion lying within the California Aqueduct as granted to the State of California in deed recorded February 15, 1967 in Book 4025 Page 342 of Official Records.

Parcel 20 contains 297.14 acres
Parcel 20 Tax ID No: 043-230-30-00-7

Parcel 21:

The East half of Lots 1 and 2 in the Northeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, of a survey of said land on file with the Bureau of Land Management, at Sacramento, California.

Except that portion of said land lying within State Route 33.

Parcel 21 contains 78.15 acres
Parcel 21 Tax ID No: 043-070-31-01-3

Parcel 22:

The West half of Lots 1 and 2 in the Northeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, of a survey of said land on file with the Bureau of Land Management, as Sacramento, California.

Except that portion of said land lying within State Route 33.

Parcel 22 contains 73.62 acres
Parcel 22 Tax ID No: 043-070-32-01-6

Parcel 23:

The Northeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 23 contains 39.87 acres
Parcel 23 Tax ID No: 043-070-30-01-0

Parcel 24:

All of the East half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 24 contains 20 acres
Parcel 24 Tax ID No: 043-070-37-00-2

Parcel 25:

All of the West half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 25 contains 20 acres
Parcel 25 Tax ID No: 043-070-36-00-9

Parcel 26:

The Northwest Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 26 contains 39.82 acres
Parcel 26 Tax ID No: 043-070-29-00-9

Parcel 27:

The North half of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 27 contains 120 acres
Parcel 27 Tax ID No: 043-070-35-01-5

Parcel 28:

The East half and the East half of the West half of Section 2, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 28 contains 470.95 acres
Parcel 28 Tax ID No: 043-070-14-01-4

Parcel 29:

The Northwest Quarter of the Southwest Quarter and the West half of the Northwest Quarter of Section 2, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 29 contains 119.97 acres
Parcel 29 Tax ID No: 043-070-13-01-1

Parcel 30:

The North half of the North half of Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 30 contains 160.36 acres
Parcel 30 Tax ID No: 043-070-01-00-7

Parcel 31:

The South half of the Northeast Quarter, the South half of the Northwest Quarter; the North half of the Southeast Quarter; and the Southeast Quarter of the Southeast Quarter, all of Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management.

Excepting therefrom the South half of the South half of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter and the West half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter, all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 31 contains 238.18 acres
Parcel 31 Tax ID No: 043-070-02-00-0

Parcel 32:

The South half of the South half of the Southeast Quarter of the Northwest Quarter and the Southwest of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter and the West half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and the Northwest Quarter

of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 32 contains 20 acres
Parcel 32 Tax ID No: 043-070-09-00-1

Parcel 33:

The West half of the Southwest Quarter; the North half of the Northeast Quarter of the Southwest Quarter; and the North half of the South half of the Northeast Quarter of the Southwest Quarter all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 33 contains 109.09 acres
Parcel 33 Tax ID No: 043-070-08-00-8 AND 043-070-06-01-1

Parcel 34:

The Northeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Route 33.

Parcel 34 contains 35.69 acres
Parcel 34 Tax ID No: 043-080-01-00-0

Parcel 35:

The North half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E as conveyed to the State of California, by deed recorded November 14, 1960 in Book 3319 Page 708, of Official Records.

Parcel 35 contains 17.85 acres
Parcel 35 Tax ID No: 043-080-02-01-2

Parcel 36:

The South half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except therefrom that portion of said land lying within State Highway VI-KER-138-E as conveyed to the State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 36 contains 16.55 acres
Parcel 36 Tax ID No: 043-080-03-01-5

Parcel 37:

The West half of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 37 contains 80 acres
Parcel 37 Tax ID No: 043-070-33-00-0

Parcel 38:

The South half of the Southwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 38 contains 79.83 acres
Parcel 38 Tax ID No: 043-070-34-01-2

Parcel 39:

The Northeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 39 contains 160 acres
Parcel 39 Tax ID No: 043-230-21-00-1

Parcel 40:

Lots 1 and 2 of the Northwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-B, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319 Page 708, et seq., of Official Records.

Also except that portion of said land lying within the "California Aqueduct", described as follows:

Parcel A:

Beginning at a point on the north line of said Section 7 from which a 2-inch iron pipe with copper plate marked "K.C.S. 1958" marking the northwest corner of said Section 7 bears North 89° 14' 29" West, 498.94 feet, said point of beginning having coordinates Y=833,586.07 and X=1,415,002.35; Thence from said Point of Beginning and along said north line South 89° 14' 29" East 216.50 feet; Thence leaving said north line South 43° 02' 05" West 50.33 feet to a 1-1/2 inch iron pipe with brass cap marked "00-73"; Thence continuing South 43° 02' 05" West 150.09 feet to 1-1/2 inch iron pipe with brass cap marked "00-75"; Thence South 44° 56' 38" West 362.25 feet to a point on the easterly line of that certain strip of land, being 100 feet in width granted to the State of California by Mabel C. Whiteley by Quitclaim Deed recorded November 14, 1960 in Book 3319 of Official Records of Kern County at Page 737, said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-77"; Thence along said easterly line North 25° 07' 57" West 212.74 feet to a 1-1/2 inch iron pipe with brass cap marked "00-78"; Thence leaving said easterly line North 44° 56' 38" East

114.75 feet to a 1-1/2 inch iron pipe with brass cap marked "00-76"; Thence South 45° 03' 22" East 40.00 feet; Thence North 44° 56' 38" East 155.00 feet to a 1-1/2 inch iron pipe with brass cap marked "00-74"; Thence North 43° 21' 08" East 69.43 feet to the Point of Beginning.

Parcel B:

Beginning at a point on the west line of said Section 7, said line being also the centerline of the 60 foot Right of Way of Kern County Road No. 349 (Barker Road) as said Right of Way as declared on October 7, 1915 in Book 18 of Board of Supervisors Minutes at Page 224, Kern County, from which a 2-inch iron pipe with copper plat marked "K.C.S. 1958" marking the northwest corner of said Section 7 bears North 01° 06' 54" East 519.44 feet, said Point of Beginning having coordinates Y=833,073.32 and X=1,414,493.35; Thence from said Point of Beginning and leaving said west line North 44° 58' 38" East 262.46 feet to a point on the westerly line of that certain strip of land, being 100 feet in width, granted to the State of California by Mabel C. Whiteley by Quitclaim Deed recorded November 14, 1960 in Book 3319 of Official Records of Kern County at Page 737, said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-80"; Thence along said westerly line South 25° 07' 57" East 170.18 feet to a point hereinafter designated "A", said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-79"; Thence leaving said westerly line South 44° 56' 38" West 1432.70 feet to a 1-1/2 inch iron pipe with brass cap marked "00-81"; Thence along a non-tangent curve to the left having a radius of 442 feet, the long chord of which bears South 44° 56' 38" West, through a central angle of 18° 12' 48", an arc distance of 140.50 feet to a 1-1/2 inch iron pipe with brass cap marked "00-83"; Thence South 44° 56' 38" West 87.54 feet to said west line of Section 7; Thence along said west line North 01° 06' 54" East 231.05 feet to the Point of Beginning, as conveyed to State of California, by deed recorded February 15, 1967 in Book 4025, Page 266, of Official Records.

Parcel 40 contains 149.149 acres

Parcel 40 Tax ID No: 043-230-28-01-1 AND 043-230-27-01-8

Parcel 41:

That portion of the East half of Section 12, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the California Aqueduct.

Parcel 41 contains 136.28 acres

Parcel 41 Tax ID No: 043-070-40-00-0

Parcel 42:

That portion of the East half of Section 12, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying westerly of the California Aqueduct.

Excepting therefrom the Easterly 1231.26 feet of the northerly 1324.34 feet thereof.

Parcel 42 contains 129.729 acres

Parcel 42 Tax ID No: 043-070-48-00-4

Parcel 43:

The East half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 43 contains 120 acres
Parcel 43 Tax ID No: 043-230-22-01-3

Parcel 44:

The Southwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of the Southwest Quarter of the Southeast Quarter of said Section 7, described as follows:

Beginning at the southwest corner of the Southeast Quarter of said Section, said southwest corner being at coordinates Y=828266.421 feet and X=1417017.571 feet; Thence (1), along the west line of the Southeast Quarter of said Section, North 1° 25' 49" East, 230.46 feet to a line parallel with and 50 feet northeasterly, measured at right angles, from the centerline of the Department of Public Works' Survey from six miles south of Kings County line, Road VI-KER-138-E; Thence (2), along said parallel line, South 25° 07' 57" seconds East, 255.84 feet to the south line of said Section; Thence (3), along said south line, North 89° 23' 12" West, 114.41 feet to the Point of Beginning, as conveyed to the State of California in deed recorded January 2, 1959 in Book 3058, Page 291 of Official Records.

Parcel 44 contains 39.7 acres
Parcel 44 Tax ID No: 043-230-23-01-6

Parcel 45:

That portion of the West half of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Section 7; Thence South along the westerly boundary of said Section 466.7 feet; Thence East parallel with the northerly boundary of the Southwest Quarter of said Section, 466.7 feet; Thence North parallel with the westerly boundary of said Section, 466.7 feet to the northerly boundary of the Southwest Quarter of said Section 7; Thence westerly along said northerly boundary of the Southwest Quarter of said Section 7, 466.7 feet to the Point of Beginning.

Parcel 45 contains 4.68 acres
Parcel 45 Tax ID No: 043-230-26-01-5

Parcel 46:

Lot 1 and the North half of Lot 2 of the Southwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion thereof included within the following described boundaries:

Beginning at the northwest corner of the Southwest Quarter of said Section 7; Thence due South 466.7 feet along the western boundary line of said Section 7; Thence due East 466.7 feet; Thence due North 466.7 feet; Thence due West 466.7 feet to the starting point.

Also except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708 et. seq., of Official Records.

Parcel 46 contains 106.99 acres
Parcel 46 Tax ID No: 043-230-25-01-2

Parcel 47:

The South half of Lot 2 of the Southwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708 et. seq., of Official Records.

Parcel 47 contains 39.09 acres
Parcel 47 Tax ID No: 043-230-24-00-0

Parcel 48:

The Northwest Quarter; the East half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section 17, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 48 contains 279.65 acres
Parcel 48 Tax ID No: 043-260-02-01-4

Parcel 49:

All of Section 18, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of the Northwest Quarter of said Section, within the "Town of Devil's Den" as shown upon the map thereof recorded January 3, 1910 in Book 1, Page 133 of maps, in the Office of the County Recorder of said County.

Also except that portion of said land lying within State Highway IX-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 49 contains 558.659 acres
Parcel 49 Tax ID No: 043-260-01-01-1

Parcel 50:

All that portion of the East half of Section 13, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the "California Aqueduct", as conveyed to the State of California, by deed recorded February 15, 1967, in Book 4025, Page 281, of Official Records.

Parcel 50 contains 188 acres
Parcel 50 Tax ID No: 043-103-04-00-5

Parcel 51:

All that portion of the East half of Section 13, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying westerly of the "California Aqueduct", as conveyed to the State of California, by deed recorded February 15, 1967, in Book 4025, Page 281, of Official Records.

Parcel 51 contains 101.16 acres
Parcel 51 Tax ID No: 043-103-03-00-2

Parcel 52:

Lots 6 through 28, 31, 32, both inclusive, in Block 1; all of Blocks 2, 3, 4 and 5; Lots 1 through 26, both inclusive, and Lots 28 through 32, both inclusive, in Block 6; Lots 1 through 18, 20, 22, 23, both inclusive, and Lots 25, 26, 29, 30 and 31 in Block 7; all of Blocks 8 and 9; Lots 1 through 10, both inclusive, Lots 13 through 20, both inclusive, and Lots 23 through 32, both inclusive, in Block 10; Lots 1, 2, 3, 4, 5, 6, 8, 11, 12, 14, 16, 17, 18, 20, 21, 23 through 32, both inclusive, an undivided ½ interest in Lots 7, 9, 13, and 19, in Block 11; Lots 1 through 6, both inclusive, Lots 9 and 10, and Lots 17 through 28, 32, in Block 12; Lots 1 and 2, and Lots 4 through 15, and Lots 17 through 32, in Block 13; All of Block 14 and 15; Lots 1 through 16, both inclusive, and Lots 25 through 32, both inclusive, in Block 16; all in the Town of Devil's Den, in the unincorporated area of the County of Kern, State of California, as per map filed in Book 1 Page 133 of maps, in the Office of the County Recorder of said County.

Parcel 52 contains 62.33 acres
Parcel 52 Tax ID No: 043-311-01-01-2
043-314-01-01-3
043-281-01-01-4
043-284-08-00-7
043-284-10-00-2
043-314-02-00-7
043-281-02-00-8
043-312-01-01-9
043-313-02-01-9
043-313-01-00-7
043-282-07-01-9
043-283-01-01-8
043-282-04-00-1
043-282-05-00-4
043-313-05-00-9
043-282-08-01-2
043-313-07-01-4
043-312-03-00-6
043-313-04-00-6

043-282-06-00-7
043-301-01-01-9
043-304-01-00-1
043-304-02-00-4
043-291-10-01-3
043-294-01-01-8
043-291-01-00-8
043-291-02-00-1
043-304-03-01-6
043-304-18-00-1
043-291-04-00-7
043-304-17-01-7
043-291-05-00-0
043-304-16-02-3
043-291-06-00-3
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043-304-13-01-5
043-291-08-00-9
043-301-02-00-3
043-304-07-01-8
043-304-12-00-3
043-301-03-00-6
043-304-08-01-1
043-304-09-01-4
043-304-10-00-7
043-291-09-00-2
043-302-01-00-7
043-302-03-00-3
043-303-01-00-4
043-303-13-00-9
043-292-01-00-5
043-302-04-00-6
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043-303-12-00-6
043-292-02-03-5
043-302-02-01-9
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043-292-06-01-9
043-293-01-01-1
043-292-03-00-1
043-303-04-01-2
043-303-09-00-8
043-303-05-00-6
043-303-08-01-4
043-292-04-00-4
043-302-06-00-2
043-303-06-01-8
043-292-05-00-7

Parcel 53:

The North half of the North half of the Northeast Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 53 contains 40 acres
Parcel 53 Tax ID No: 043-260-55-00-9

Parcel 54:

The South half of the North half of the Northeast Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 54 contains 40 acres
Parcel 54 Tax ID No: 043-260-27-00-8

Parcel 55:

The Northwest Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except the Southwest Quarter of the Northwest Quarter of said Section 20.

Also except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, Official Records.

Parcel 55 contains 116.55 acres
Parcel 55 Tax ID No: 043-260-25-01-1

Parcel 56:

The East half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land granted to the State of California, be Deed recorded March 31, 1958 in Book 2931, Page 264, Official Records, more particularly described as follows:

Beginning at the northeast corner of said Section said northeast corner being at coordinates Y=1419536.223 feet; Thence (1) along the east line of said Section, South 0 degrees 51 minutes 12 seconds West, 20.02 feet to a line parallel with and 50 feet southwesterly, measured at right angles from the Department of Public Works' Survey from 6 miles south to Kings County Line Road VI-KER-138-E; Thence (2) along said parallel line, North 25 degrees 07 minutes 57 seconds West 20.39 feet to the north line of said Section; Thence (3) along said north line, South 88 degrees 31 minutes 18 seconds East 9.80 feet to the Point of Beginning.

Parcel 56 contains 20 acres
Parcel 56 Tax ID No: 043-260-31-01-8

Parcel 57:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, Official Records.

Parcel 57 contains 20 acres
Parcel 57 Tax ID No: 043-260-24-00-9

Parcel 58:

The South half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter and the West half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 58 contains 140 acres
Parcel 58 Tax ID No: 043-260-32-01-1

Parcel 59:

Lots 1 and 2 of the Northwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management.

Parcel 59 contains 156.51 acres
Parcel 59 Tax ID No: 043-260-33-00-5

Parcel 60:

The North half of the Northeast Quarter of the Northeast Quarter and that portion of the West half of the Northeast Quarter of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the "California Aqueduct", as conveyed to the State of California, by Deed recorded February 15, 1967 in Book 4025, Page 287, of Official Records.

Parcel 60 contains 44.71 acres
Parcel 60 Tax ID No: 043-103-10-00-2

Parcel 61:

The South half of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion lying within the California Aqueduct.

Parcel 61 contains 57.96 acres

Parcel 61 Tax ID No: 043-103-15-00-7

Parcel 62:

The Northeast Quarter of the Northeast Quarter of the Southeast Quarter; the Southwest Quarter of the Northeast Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter; and the East half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter; all in Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 62 contains 104.85 acres
Parcel 62 Tax ID No: 043-320-04-00-8

Parcel 63:

The West half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 63 contains 5 acres
Parcel 63 Tax ID No: 043-320-03-00-5

Parcel 64:

The Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 64 contains 10 acres
Parcel 64 Tax ID No: 043-320-05-00-1

Parcel 65:

The Northeast Quarter of the Southwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 65 contains 40 acres
Parcel 65 Tax ID No: 043-320-02-00-2

Parcel 66:

The Northwest Quarter of the Southwest Quarter; the North half of the Southwest Quarter of the Southwest Quarter; and the Southeast Quarter of the Southwest Quarter; all in Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 66 contains 97.67 acres
Parcel 66 Tax ID No: 043-320-01-00-9

Parcel 67:

The Northeast Quarter of the Southeast of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion lying within the California Aqueduct.

Parcel 67 contains 39.1 acres
Parcel 67 Tax ID No: 043-103-21-00-4

Parcel 68:

The Southwest Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 68 contains 39.09 acres
Parcel 68 Tax ID No: 043-320-06-00-4

Parcel 69:

The South half of the Southwest Quarter of the Southwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

Excepting therefrom the North half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 19.

Parcel 69 contains 13.76 acres
Parcel 69 Tax ID No: 043-320-07-00-7

Parcel 70:

The Southwest Quarter of the Northwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 70 contains 40 acres
Parcel 70 Tax ID No: 050-350-019-000

Parcel 71:

The Northwest Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 71 contains 160 acres
Parcel 71 Tax ID No: 050-350-023-000

The Property contains approximately 8,133.667 acres.

EXHIBIT B-1

No Build Areas- Depiction



EXHIBIT B-2

Third Party Parcels

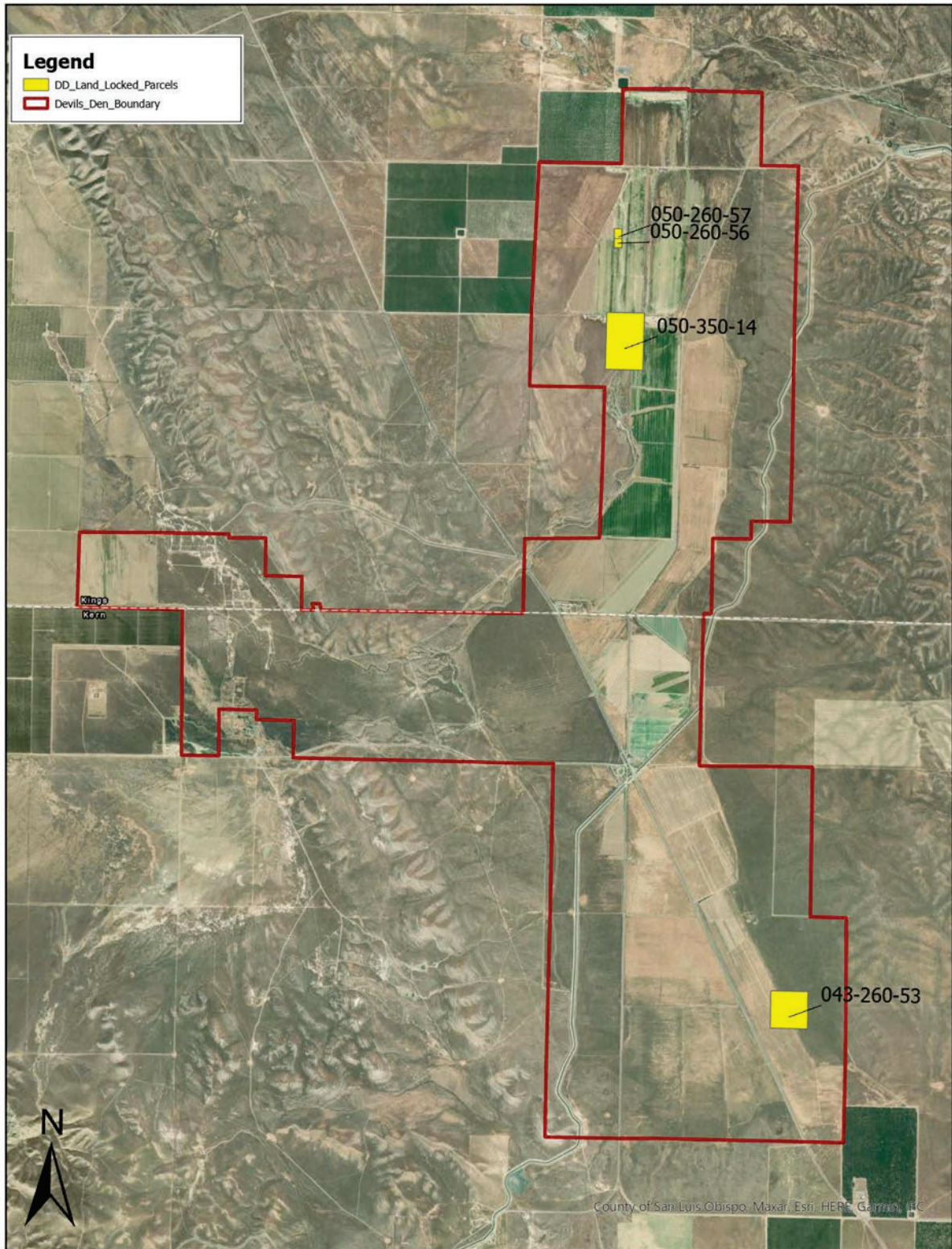


EXHIBIT C

Lease

[attached]

EXHIBIT C

FORM OF SOLAR ENERGY LEASE AGREEMENT

between

**Santa Clarita Valley Water Agency
("Owner")**

and

**IP Land Holdings, LLC, a Delaware limited liability company
("Lessee")**

Solar Energy Ground Lease

This Solar Energy Lease Agreement (“**Lease**”) is dated to be effective as of the “**Effective Date**” shown below between **Santa Clarita Valley Water Agency**, a California public agency (“**Owner**”), as successor in interest to the Castaic Lake Water Agency and **IP Land Holdings, LLC**, a Delaware limited liability company (“**Lessee**”). Owner and Lessee are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Lease; the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Lease and those more specific definitions govern and control the meaning of the provisions referred to in the Basic Terms Summary.

Basic Terms Summary

A. Effective Date:	[INSERT DATE]
B. Owner: C. Owner’s Address:	Santa Clarita Valley Water Agency 27234 Bouquet Canyon Road Santa Clarita, CA 91350-2173 Telephone: (661) 705-7912 Email: rvasilopulos@scvwa.org
D. Lessee: E. Lessee’s Address:	IP Land Holdings, LLC 9450 SW Gemini Drive PMB #68743 Beaverton, OR 97008-7105 Email: realestatenotices@intersectpower.com
F. Property:	Approximately [_____] acres of land located in the County of Kern, California and [_____] acres of land located in the County of Kings, California (collectively, “the “ Counties ”), as further described in <u>Exhibit A</u> attached to this Lease (the “ Property ”).
G. Excluded Property:	The use of the Property shall be subject to (i) the no-build areas depicted on <u>Exhibit B</u> attached to this Lease; and (ii) shall be exclusive of any acreage of the Property that is subject to public or private rights of way, dedications or easements for transmission lines or other uses, and/or Drill Pads (as defined below) and access roads to Drill Pads (collectively, the “ Excluded Property ”). The acreage of the Excluded Property is [_____] acres.
H. Rent:	The amounts due during the Lease Term (as defined below) as set forth below (the “ Rent ”): \$1,250 per acre of the Property (not including the Excluded Property) on an annual basis commencing on the Effective Date, increasing annually each year during the Lease Term, by 3%.

<p>I. Lease Term:</p>	<p>The Lease Term is the Construction Period, any Operations Period and any Renewal Period (each as defined below).</p>
<p>J. Construction Period:</p>	<p>The Construction Period will commence on the Effective Date and continue for up to thirty (30) months following the Effective Date, with an option to extend for up to one (1) additional year.</p>
<p>K. Operations Period:</p>	<p>The Operations Period will commence on the Operations Commencement Date (or at the end of the Construction Period if the Operations Commencement Date does not occur on or before the end of the Construction Period) and will continue for an initial period of twenty (20) years.</p> <p>Lessee shall have the option to extend the Operations Period for up to three additional periods (each a “Renewal Period”) as follows: (1) one additional period of five (5) years (the “First Renewal Period”), (2) a second additional period of five (5) years (the “Second Renewal Period”), and (3) a third additional period (the “Third Renewal Period”) commencing upon the expiration of the Second Renewal Period and extending to and expiring upon such date as will make the total Lease Term (including the Construction Period, the initial Operations Period, the First Renewal Period, the Second Renewal Period, and the Third Renewal Period) equal to Thirty Four (34) years and Six (6) months.</p> <p>Notwithstanding anything else in this Lease to the contrary, the total Lease Term, including the Construction Period, the Operations Period, and any and all Renewal Periods, shall not exceed Thirty Four (34) years and Six (6) months.</p>

A. Owner is the owner of the Property identified in Section F of the Basic Terms Summary.

B. Lessee has obtained or will obtain permits for the construction, ownership and operation of a commercial solar energy facility and delivery system and/or battery energy storage system in the Counties (the “**Project**”). Portions of the Project may be located on property that is adjacent to or in the general vicinity of the Property.

C. Lessee desires to lease the Property and obtain certain easements in connection with its use of the Property to develop, construct, own and operate the Project.

D. Owner desires to lease the Property to Lessee, together with certain easements on and over the Property on the terms set forth in this Lease.

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Lease and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed by the Parties, Owner and Lessee agree to all of the terms, provisions and conditions contained in this Lease.

Section 1. Grant of Lease.

1.1 Leasehold Interest. Owner hereby grants to Lessee and Lessee hereby accepts from Owner a leasehold interest in the Property, subject to the terms and provisions hereof, for Solar Energy Purposes (as herein defined), including for the purposes of constructing, installing, operating, maintaining, replacing, relocating, and removing from time to time the following facilities, collectively “**Solarpower Facilities**”:

- (i) (a) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, mounting units and all necessary ancillary improvements and equipment providing support or otherwise associated therewith; and (b) photovoltaic and concentrating solar power generating equipment or such other solar-powered generating equipment as determined in by Lessee’s commercially reasonable judgment to be used to capture and convert solar radiation to produce electricity;
- (ii) overhead and underground electrical distribution, collection, transmission and communications lines, towers and related appurtenances, electric transformers, electric substations, switch stations, junction boxes, energy storage facilities, telecommunications equipment, and other related power generation and transmission facilities related to the commercial solar energy conversion facility (collectively “**Transmission Facilities**”);
- (iii) temporary and permanent roads, crane travel paths, fences and gates;
- (iv) meteorological towers, sonic detection and ranging equipment, or other solar or meteorological measurement devices or any equipment related thereto (“**Met Towers**”);
- (v) crane pads;
- (vi) control buildings, maintenance buildings, maintenance yards, septic systems, laydown and staging areas, and related facilities and equipment; and,
- (vii) other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar-energy collection or transmission purposes.

1.2 Additional Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1, Owner hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under through, and across the Property:

1.2.1 Grant of Solar Easement. Owner grants to Lessee or any Affiliate (as defined below) thereof, exclusive, irrevocable easements on, over, across, and above the Property to capture, use and convert the unobstructed solar resources over and across the Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited and Owner further agrees not to build (or allow any other party to build) any improvements within lands owned by the Owner that are adjacent to the Property (“**Owner’s**

Adjacent Property”) that would block solar resources.

1.2.2 Grant of Access Easements. Owner grants to Lessee an easement and right to cross on, under, over and across the Property and Owner’s Adjacent Property to the extent there is no direct road access to the Property (or a portion thereof) from a public road or right of way, for access to and from, the Project and Solarpower Facilities, whether the same are located on the Property or on any other lands (each, an “**Access Easement**”). Among other things, such Access Easement shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Lease. The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Owner and Lessee will reasonably agree on any private access roads on Owner’s Adjacent Property that will be subject to the Access Easement.

1.2.3 Insolation Easement. Owner grants to Lessee an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Solarpower Facilities or Lessee’s operations, as determined by Lessee.

1.2.4 Transmission Easement. Owner grants to Lessee an exclusive right for the installation, use, repair, replacement and removal of

Transmission Facilities over and across the Property.

1.2.5 Other Easements.

Owner grants to Lessee an easement for the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports. Owner grants to Lessee a non-exclusive easement over and across the Property for any audio, visual, glare, view, light, shadow, noise, vibration, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from Lessee's activities on the Property or the Project.

1.3 Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Lessee's use or benefit; provided, however, that if such a lien does arise, Lessee has a right to contest such lien and Lessee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Property pursuant to applicable law, in which case Lessee shall not be deemed to have breached this Section 1.3. Nothing in this Section 1.3 or this Lease shall be construed to prohibit Lessee from granting one or more liens on all or any portion of Lessee's right, title or interest under this Lease as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to the Project.

1.4 Title and Real Property Disclosures.

1.4.1 Leasehold Title Insurance. Lessee has obtained a policy of title insurance with respect to the leasehold for the Property dated as of the Effective Date ("**Title Policy**"). Any rights of a third party in the Property, including without limitation, any options, leases, rights of refusal, sales contracts, or other rights in favor of any third party, whether disclosed pursuant to the Title Policy or discovered after the Effective Date shall be referred to herein as "**Third Party Rights**". Mineral Rights, as defined below, that are held by a third party, will be included within the definition of Third Party Rights.

1.4.2 Owner's Mineral Rights. Reference is made to all oil, gas and other minerals in, on, under or that may be produced from the Property (collectively, the "**Mineral Rights**"). To the extent of Owner's interest in any of the Mineral Rights, Owner agrees to release and waive, on behalf of itself and its successors and assigns (and agrees that all future owners and lessees of any rights, titles or interests in or to the Mineral Rights now owned by Owner, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by such lessee, assignee or grantee, as applicable), all rights of ingress and egress to enter upon the surface of the Property, and the area located between the surface and 500 feet beneath the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the oil, gas or other minerals. The foregoing provision shall be a covenant running with the land binding upon Owner, its successors and assigns. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining the oil, gas and other minerals by directional drilling under

the Property from well sites located on tracts other than the Property and provided such directional drilling is located at a minimum depth of 500 feet below the surface of the Property. The provisions hereof shall be binding upon and inure to the benefit of Owner and Lessee and their respective successors and assigns. Upon ten (10) business days' written request from Lessee, to the extent Owner owns any Mineral Rights, Owner agrees to execute a recordable document containing the terms of this waiver of rights, and Lessee shall have the right to record such document in the real property records of the counties in which the Property is located. Owner shall cause its Affiliates that own any Mineral Rights to execute similar waivers within ten (10) business days of request by Lessee. Further, to the extent that any third party has an interest in the Mineral Rights (each a "**Mineral Rights Party**") and such interests are still in effect, Owner shall cooperate with Lessee (and shall cause its Affiliates to cooperate with Lessee), at Lessee's sole expense, in attempting to obtain a surface rights waiver agreement from such Mineral Rights Party. During the Lease Term, if required by any Mineral Rights Party, Lessee and Owner shall work together with the Mineral Rights Party to (i) locate and define potential drill pad locations ("**Drill Pads**") that shall be reserved for surface activities related to the Mineral Rights, and (ii) enter into a binding agreement (a) limiting Mineral Rights production to such Drill Pads; and (b) providing for ingress and egress to such Drill Pads by such Mineral Rights Party on roads which may go through the Property (at location(s) acceptable to Lessee) or the Owner's Adjacent Property. All Drill Pad areas and access roads to the Drill Pads are Excluded Property for which Lessee does not owe any Rent under this Lease.

1.4.3 Landlocked Parcels. There are multiple parcels within the boundaries of the Property that are landlocked as described on Exhibit C ("**Third Party Parcels**"). The Third Party Parcels are leased by Owner, as lessee, on an annual basis pursuant to an unrecorded lease to which Owner is a successor-in-interest which can be terminated at any time by the owner of the Third Party Parcels. Lessee acknowledges that Third Party Parcels will require access rights in the event that such lease is terminated by the owner of any Third Party Parcel and Lessee will be solely responsible for obtaining long term rights to either (i) enter into a new lease for purposes of operating the Project on the Third Party Parcels; or (ii) provide a corridor within the Project for access to such Third Party Parcels. Owner will cooperate with Lessee to obtain such rights or to provide an access easement as necessary to provide access to the Third Party Parcels.

1.4.4 Water Rights; Provision of Water. Water rights associated with the Property are not included in this Lease and will be retained by Owner. Notwithstanding the foregoing, during the Lease Term, Lessee will have the right to pump groundwater from one or more wells located on the Property for the purpose of (i) providing construction water during the construction of the Project; and (ii) providing water as is necessary for the maintenance of the Project, including periodic cleaning of solar panels, landscaping and domestic use with respect to any buildings or improvements constructed in connection with the Project (subject to the requirements of applicable law). All pumping of groundwater from the Property will be subject to applicable laws, including mitigation measures imposed by the State of California or any local agency with jurisdiction over groundwater use on the Property. Lessee will be responsible for all costs associated with the construction and maintenance of wells and any fees or charges imposed on the extraction of groundwater from the Property. Lessee will meter all pumping of groundwater from the Property and in no event will this Lease allow for water use in excess of 1,500 acre feet per year for construction or 1,000 acre feet per year for maintenance without the written consent of Owner. Any water required by Lessee in connection with hydrogen energy production pursuant to Section 2(b) will be subject to mutual agreement by Owner and Lessee. Owner makes no representation or warranty concerning the quantity or quality of the groundwater at the Property or its suitability for use by Lessee. Any treatment of groundwater necessary for its use in Lessee's operations or for any domestic use on the Property will be the sole responsibility of Lessee.

1.4.5 Existing Improvements and Structures; Clean Up Period for Prior Lessee.

Lessee has inspected the Property prior to entering into this Lease and will be responsible for the removal of any improvements that would interfere with Lessee's intended use, including without limitation, any irrigation pipelines, maintenance buildings and other structures. Lessee will decommission any existing wells that will not be used in connection with Lessee's operations on the Property.

Section 2. Purpose and Scope of Agreement. This Lease is for the uses set forth in this Lease and Lessee will have the exclusive right to use the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related to such uses, including, without limitation: (a) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating the Solarpower Facilities, and (b) undertaking any other activities on the Property or elsewhere, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. At Lessee's option, the terms "**Project**", "**Solar Energy Purposes**", and "**Solarpower Facilities**" may be expanded to include any of the following additional uses and purposes:

- A. "**Energy Storage Purposes**", which refers to (i) assessing the feasibility of, and if Lessee, without obligation and within its sole discretion, so elects, (ii) erecting, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using utility scale energy storage facilities including storage facilities utilizing battery technology along with all necessary ancillary improvements and equipment providing support or otherwise associated therewith (the "**Battery Facilities**"); Battery Facilities may be owned and/or operated by Lessee or any Affiliate and each of their respective successors and assigns;
- B. "**Hydrogen Energy Purposes**", which refers to the conversion of water into hydrogen through the process of electrolysis, and includes installation, use, maintenance, and operation of one or more electrolyzers and associated equipment, including compressors, pumps, fans, and associated pipeline and infrastructure (collectively, "**Electrolyzers**"); Electrolyzers may be owned and/or operated by Lessee or any Affiliate and each of their respective successors and assigns; and
- C. "**Carbon Capture Purposes**", which refers to the capture of carbon via above-ground infrastructure referred to as "direct air capture" technology, and includes the installation, use, maintenance and operation of direct air capture facilities for such purposes. Such facilities may be owned and/or operated by Lessee, any Affiliate of each and their respective successors and assigns. The use of the Property for Carbon Capture Purposes does not include the lease of the sub-surface pore space of the Property for carbon storage, which Owner asserts are reserved rights of Owner separate and apart from any existing mineral rights.

Section 4. Lease Term.

4.1 Solar Lease Term. The term of this Lease shall commence on the Effective Date and consist of the Construction Period, any Operations Period, and any Renewal Period, each as defined below (the "**Lease Term**"). Notwithstanding anything else herein to the contrary, the Lease Term shall under no circumstances exceed Thirty Four (34) years and Six (6) months.

4.2 Construction Period. The "**Construction Period**" shall commence on the Effective Date and expire upon the earlier of (a) the date that is identified in Section J of the Basic Terms or (b) the date that the Project begins to generate and deliver energy in

commercial quantities to the Project's point of interconnection, excluding any Test Energy (the "**Operations Commencement Date**"), subject to Lessee's right to extend the Construction Period as identified in Section J of the Basic Terms and more particularly described in this Section 4.2. "**Test Energy**" means energy produced by any Solarpower Facilities included in the Project in order to test the initial performance of such Solarpower Facilities. If Lessee has not completed construction of the Project by the end of the Construction Period identified in Section J of the Basic Terms but is using diligent efforts to complete construction of the Project, subject to Force Majeure, Lessee may extend the Construction Period for up to one (1) additional year by providing Owner with written notice of such extension.

4.3 Operations Period. Upon the Operations Commencement Date, this Lease Term shall automatically be extended as identified in Section K of the Basic Terms Summary. Lessee may notify Owner of the Operations Commencement Date and Owner shall acknowledge such date in writing within fifteen (15) days of Lessee's written request, provided that Owner's failure to deliver such acknowledgement shall not affect the Operations Commencement Date. The term "**Operations Year**" means the period from the Operations Commencement Date through the next December 31 after the Operations Commencement Date (which shall be the first such year), each subsequent calendar year during the Operations Period, and the period from January 1 of the last Operations Year until the expiration of the Operations Period. Notwithstanding anything to the contrary herein, if the Operations Commencement Date does not occur on or before the end of the Construction Period, the Operations Commencement Date shall be deemed to be the date occurring immediately following the expiration of the Construction Period.

4.4 Renewal Periods. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, Lessee shall have the right, at its option, to extend the Lease Term as identified in Section K of the Basic Terms Summary for the Renewal Periods. To exercise its option to renew the Lease Term for a Renewal Period, Lessee must deliver a written extension notice to Owner prior to the expiration of the Lease Term or the applicable Renewal Period, as the case may be. The failure to deliver the notice of the exercise of the option to renew shall not extend the duration of the Lease Term or any Renewal Period and Lessee and Owner shall continue to be bound by the terms hereof, including the payment obligations of Lessee, until the expiration of the then current Lease Term. The terms of the Agreement during each Renewal Period shall be the same terms and conditions applicable during the Operations Period, except as specifically provided herein. Lessee shall have no right to extend the Lease Term beyond the last Renewal Period provided for in this Section 4.4.

Section 5. Payments.

5.1 Rent. During the Lease Term, Lessee shall pay to Owner for each year, the Rent as specified in Section H of the Basic Terms Summary. Lessee shall have no obligation to make any additional payments of Rent following the termination or expiration of this Lease.

5.2 Timing of Rent Payments. Rent will commence on the Effective Date and continue throughout the Lease Term. Rent will be payable in semi-annual installments, on or before January 1st and July 1st of each year of the Lease Term. The first payment of Rent will be made within ten (10) days of the Effective Date. Notwithstanding any of the foregoing provisions, Lessee shall have no further liability to make any payments of Rent under this Lease following its termination or expiration. If the first or last years of the Lease Term are less than a six month period, the Rent shall be prorated for

the applicable portion of each such period, as applicable. For example, if the Lease Term commences on April 1, then the first Rent payment will be prorated for the months of April, May and June, with the first full payment due on July 1. Furthermore, Lessee shall receive a credit toward the Rent payments due hereunder in an amount equal to the unused portion of the last “**Option Payment**” made prior to the Effective Date in connection with that certain Solar Energy Option to Lease between Owner and Lessee dated [_____, 2024] (“**Option Agreement**”). By way of example, if the last Option Payment that Lessee made covered the period from July 1 of the prior year through June 30 of the current year, and if the Option Exercise Date (as defined in the Option Agreement) were January 1 of the current year, then Lessee would receive a rent credit in the amount of the portion of the Option Payment covering the period from January 1 of the current year through June 30 of the current year.

5.3 Change in Property Ownership. In accordance with Section 11.5 hereof, Owner shall notify Lessee in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part thereof. Until such notice is received, Lessee shall have no duty to any successor Owner, and Lessee shall not be in default under this Lease if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

5.4 Wiring Instructions for Payment. Owner shall furnish to Lessee completed wiring instructions for Owner contemporaneously with the execution of this Lease and thereafter upon any change in Owner’s wiring instructions.

Section 6. Severance; Ownership of Solarpower Facilities; No Liens. The parties agree that the Solarpower Facilities and all other improvements at any time constructed by or for Lessee on the Property and all equipment at any time acquired by or for Lessee and located on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property and shall be considered the property of Lessee even though attached to or affixed to or installed upon the Property and shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner shall have no ownership, lien or other interest in any Solarpower Facilities, and Lessee may remove any or all Solarpower Facilities at any time. No part of the Solarpower Facilities installed by Lessee on the Property shall be considered part of the Property or an improvement to real property; the Solarpower Facilities shall at all times be considered tangible personal property owned exclusively by Lessee. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Solarpower Facilities, including, without limitation, any landlord’s lien on any and all property of Lessee.

Section 7. Taxes, Assessments, and Utilities. Lessee shall pay all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Lessee’s use of the Property, Lessee’s leasehold interest under this Lease, or Lessee’s use or ownership of the Solarpower Facilities installed on the Property (collectively, “**Lessee’s Taxes**”). Owner is a public agency that is not subject to real property taxes generally and to the extent that the Property becomes subject to real property taxes during the Lease Term as a result of Lessee’s beneficial use thereof, such tax will be included in Lessee’s taxes. Owner shall pay when due all other real property taxes and assessments levied against the Property, including but not limited to taxes and assessments upon (a) improvements or facilities installed or constructed by Owner or any other party (excluding Lessee), (b) the underlying value of the Property and Property (subject to Owner’s tax-exempt status as a public agency), and (c) any reassessments of the Property due to transfers by Owner and/or any subsequent owners, and any reassessments resulting from changes in law. Owner agrees to cooperate with Lessee, at Lessee’s expense, in Lessee’s efforts to obtain any tax, development, or other incentives, including reasonable assistance with executing or submitting certain documentation required for Lessee to receive such incentives.

7.1 If any taxes payable by Lessee under this Lease are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then, promptly after Owner timely submits the real

property tax bill to Lessee, Lessee shall reimburse Owner for all such taxes payable by Lessee under this Lease in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Lessee's part, then Lessee shall be responsible for the same. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Lessee's Taxes under this Lease that Owner submit the real property tax bill (and any other communication from any government authority regarding the same) to Lessee at least forty-five (45) days before the tax bill is due.

7.2 Lessee's obligations under this Lease are subject to Lessee's right to contest the same as hereinafter provided. Lessee shall have the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Lessee where appropriate or required), the validity or amount of any assessments or taxes for which Lessee is responsible under this Lease. Owner shall in all respects cooperate with Lessee in any such contest.

7.3 Utilities.

- 7.3.1 Except as set forth in Section 1.4.4, Lessee shall pay for all water, electric, telecommunications, and any other utility services consumed by the Solarpower Facilities or Lessee on the Property. Lessee, at its option and its cost, may install a separate meter for each such electric, telecommunications, and any other utility services. If Lessee elects to install any such separate meter facilities, Owner shall fully cooperate with Lessee and such utility service, as is necessary and required, to permit such separate meter on the Property.

Section 8. Indemnification

8.1 Indemnity by Lessee. Lessee shall defend, indemnify, and hold harmless Owner and Owner's Affiliates, successors, and assigns, and all such Party's members, partners, officers, directors, employees, agents, representatives, contractors, licensees, and invitees (collectively, the "**Owner Parties**" or an "**Owner Party**") from and against any and all actual, out-of-pocket losses, damages, third-party claims, expenses, and liabilities for physical damage to property (including under applicable environmental laws) and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Lessee on the Property, (ii) the failure of Lessee to materially comply with any applicable laws, rules or regulations in connection with its activities on the Property; or (iii) any negligent or intentional act or omission on the part of the Lessee. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Owner or Owner Parties. Mineral lessees and their agents, contractors, and subcontractors shall not be treated as Owner Parties for purposes of this Section 8.1. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits, and similar damage and in no event will it include consequential, indirect, punitive, or similar damages except to the extent required to be paid to a third party, including any governmental authority, pursuant to a judgment or court order. This indemnification shall survive the termination of this Lease. For the purposes of clarification, the Agricultural Lessee (as defined in the Option Agreement) shall not be included as an "Owner Party" for the purposes of the indemnity by Lessee or Owner.

8.2 Indemnity by Owner. Owner shall defend, indemnify, and hold harmless Lessee and Lessee's Affiliates, successors, and assigns, and all such Party's members, partners, officers, directors, employees, agents, representatives, contractors, licensees, and invitees (collectively, the "**Lessee Parties**" or an "**Lessee Party**") from and against any and all losses, damages, third-party claims, expenses, and liabilities for physical damage to property (including under applicable environmental laws) and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any

operations or activities of the Owner or any Owner Party on the Property or on Owner's Adjacent Property, or (ii) any negligent or intentional act or omission on the part Owner or any Owner Party on the Property. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Lessee or Lessee Parties. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits, and similar damage and in no event will it include consequential, indirect, punitive, or similar damages except to the extent required to be paid to a third party pursuant to a judgment or court order. This indemnification shall survive the termination of this Lease.

8.3 Recognition of Dangers. Owner recognizes the need to exercise extreme caution when in close proximity to any of the Solarpower Facilities. Owner agrees to exercise caution at all times and to advise Owner Parties to do the same. Owner shall take all reasonable measure to avoid all risks associated with the generation, transmission, and/or storage of electricity and Owner waives any and all claims and causes of action whatsoever (whether currently existing or that may otherwise arise or accrue at any time in the future) that Owner possesses or may possess against Lessee Parties arising from or relating to such risks; provided however, such waiver shall not be effective to the extent Lessee engages in gross negligence or willful misconduct.

8.4 Defense of Claims. Promptly following receipt of any written claim or legal proceeding asserted by a person or entity other than Owner or Lessee (a "**Third Party Claim**"), the parties entitled to indemnification pursuant to this Section 8 ("**Indemnified Parties**") shall notify the party with the indemnity obligation ("**Indemnifying Party**") of such claim in writing. The Indemnifying Party shall have a period of thirty (30) days (or such lesser period as may be required to timely respond to a Third Party Claim) following the receipt of such notice to assume the defense thereof and the Indemnifying Party shall thereafter undertake and diligently pursue the defense of the Third Party Claim. The Indemnifying Party shall reimburse the Indemnified Parties for any documented legal expense reasonably incurred by the Indemnified Parties to timely respond to a Third Party Claim prior to the Indemnifying Party assuming the defense thereof. Indemnifying Party shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnified Parties, which does not include a complete and unconditional release of the Indemnified Parties or which imposes injunctive or other equitable relief against the Indemnified Parties. The Indemnified Parties shall be entitled to participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If Indemnifying Party fails to assume and diligently pursue the defense of such Third Party Claim, the Indemnified Parties may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem appropriate, and to pursue such remedies as may be available to the Indemnified Parties against Indemnifying Party. Notwithstanding the foregoing, the Indemnified Parties shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of Indemnifying Party, which does not include a complete and unconditional release of Indemnifying Party.

Section 9. Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants to Owner that:

9.1 Insurance. Lessee shall, at its expense, obtain and maintain policies of insurance covering the Solarpower Facilities and Lessee's activities on the Property throughout the Lease Term in accordance with the insurance requirements set forth on **Exhibit D ("Insurance Requirements")**.

9.2 Permits and Approvals. Lessee and its designees, at its expense, shall comply with all permits and approvals issued by any governmental authority in connection with the construction,

operation and removal of the Solarpower Facilities and Lessee's activities pursuant to this Lease, including without limitation, any mitigation or monitoring requirements set forth in the final environmental impact report approved in connection with the Project or any modifications to the Project.

9.3 Requirements of Governmental Agencies. Lessee and its designees, at its expense, shall comply in all material respects with all laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Solarpower Facilities and Lessee's activities pursuant to this Lease. Lessee shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Lessee or in the names of both Lessee and Owner, the validity or applicability to the Property or Solarpower Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest, so long as it is reimbursed for its reasonable and documented out-of-pocket expenses incurred in such contest and cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Lessee, but Lessee shall protect Owner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.4 Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Lessee's use or benefit; provided, however, that if such a lien does arise, Lessee has a right to contest such lien and Lessee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Property pursuant to applicable law, in which case Lessee shall not be deemed to have breached this Section 9.4. Nothing in this Section 9.4 or this Lease shall be construed to prohibit Lessee from granting one or more liens on all or any portion of Lessee's right, title or interest under this Lease as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to the Project.

9.5 Hazardous Materials. Lessee shall not use, dispose of, or release on the Property or cause or permit to exist or be used, stored, disposed of, or released on the Property as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance," or "solid waste" in any federal, state, or local law, statute, or ordinance ("**Hazardous Materials**"), except in such quantities as may be required in its normal construction, development and business operations and in full compliance with all applicable laws and regulations. In conformance with the requirements of applicable law, Lessee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Lessee or any Lessee Parties in, on, under, or about the Property.

9.6 Fences and Security Measures. Owner authorizes Lessee to take reasonable safety measures to reduce the risk of damage to the Solarpower Facilities or the risk that the Solarpower Facilities will cause damage, injury or death to people, livestock, other animals and property. Lessee may construct fencing around the perimeter of the Solarpower Facilities and take other security precautions if it is determined by Lessee, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury. The expense for any and all fencing constructed by Lessee, or other security measures taken by Lessee, shall be borne solely by Lessee.

Section 10. Owner's Representations, Warranties and Covenants. Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so. Owner is a public agency of the State of California formed by the California Legislature pursuant to the Santa Clarita Valley Water Agency Act – SB634

(2017) and is the successor in interest pursuant to the terms of the Act to the Castaic Lake Water Agency. This Lease has been duly authorized and approved by the governing body of Owner and constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms. Owner has the right to lease the Property to Lessee in accordance with the terms and conditions of this Lease and to grant the easements and other rights described herein.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property, the Owner's Adjacent Property or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance or operation of the Project, Solarpower Facilities located on the Property; the exercise of any easement or access rights granted under this Lease; or the undertaking of any other activities permitted under this Lease. Without limiting the generality of the foregoing, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or Owner's Adjacent Property that might cause a decrease in the output or efficiency of the Solarpower Facilities. Lessee shall have the right to remove any obstructions to the light on the Property that materially and adversely affect its operations if this covenant is violated. During the Construction Period and the Operations Period (as may be extended by any Renewal Period(s)), Lessee shall have the exclusive right to use and occupy the Property.

10.3 Liens. To the actual knowledge of Owner, except as disclosed on the Title Policy, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property.

10.4 No Undisclosed Third Party Rights. To the actual knowledge of Owner, except as disclosed on the Title Policy, there are no Third Party Rights that could materially interfere with the development, construction, installation, maintenance or operation by Lessee of the Project or that allow any party other than Lessee to exploit the solar and air rights on or pertaining to the Property, develop a solar energy project or that could adversely affect Lessee's use of the Property or obtaining the benefits intended under this Lease. Owner agrees that it shall not sever any solar rights or rental payments received pursuant to this Lease from the Property and this Lease and all rights provided hereunder shall run with the land.

10.5 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion thereof, that creates rights superior to those of Lessee, and Lessee determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Lessee's rights under this Lease or the financing of the Project, Lessee shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) or other arrangement from the holder of such Lien or such Third Party Right, and Owner shall use best efforts and diligence in helping Lessee obtain the same at no out of pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party shall be subject to (i) this Lease and all of Lessee's rights, title and interests created in this Lease, (ii) any and all documents executed or to be executed by and between Lessee and Owner in connection with this Lease, (iii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (iv) Lessee's right to create a lien in favor of any lender of Lessee. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement between Lessee and the holder of a Lien or Third Party Right that provides that the holder of such Lien or Third Party Right (i) subordinates such Lien or such Third Party Right to Lessee's interest under this Lease, (ii) agrees not to disturb Lessee's possession or rights under this Lease, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Lessee and agrees to allow Lessee and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be

reasonably required by Lessee or its lenders to ensure the interests of Lessee or its lenders are not interfered with. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this Section 10.5 shall be in a form reasonably acceptable to Lessee and Lessee's lenders, if any, and shall be in a form that may be recorded following their execution.

10.6 Hazardous Materials. To the actual knowledge of Owner, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials (other than pesticides or fertilizers used in connection with prior agricultural activities on the Property), no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. So long as this Lease is in place, neither Owner, nor any Owner Party, will use, store, release, discharge or transport any Hazardous Materials in, on, under or about the Property. Owner's violation of the foregoing prohibition shall constitute a material breach and default under this Lease and Owner shall indemnify and hold harmless and defend Lessee from and against any claims, damages, penalties, liabilities or costs caused by or arising out of said violation. In conformance with the requirements of applicable law, Owner shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property during the Lease Term.

10.7 No Litigation. Owner is not a party to any, and to Owner's actual knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Lease, and/or transactions contemplated in this Lease or (ii) which could reasonably be expected to have a material adverse effect on Owner's ownership of the Property or any part thereof or interest therein or the construction and operation of the Project on the Property by Lessee.

10.8 Consents. Owner shall cooperate with Lessee in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1) may reasonably request, including, without limitation, any instruments reasonably required to evidence such Mortgagee's rights under this Lease.

10.9 Permits and Approvals; Environmental Review; Subdivision of Property.

10.9.1 Lessee has obtained certain permits and approvals necessary to commence construction of the Project during the Construction Period ("**Initial Permits**"). Notwithstanding the foregoing, during the Lease Term, Lessee will have the right to apply for such additional land use and natural resource permits and approvals or modification to existing permits and approvals, as may be necessary for future phases of the Project, including conditional use permits, variances, building permits, development permits, construction permits, subdivision and platting permits and approvals, environmental impact reviews or any other approvals, permits or authorizations required or desirable for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Project (collectively the "**New Permits**"). Owner will reasonably cooperate with Lessee to execute applications for New Permits that require landowner participation, subject to reimbursement for its reasonable and documented out-of-pocket expenses, including expenses incurred for the review of applications by legal counsel and appropriate consultants with respect to environmental and other regulatory matters. Owner consents to and authorizes Lessee to sign and file applications for New Permits on Owner's behalf and will promptly provide evidence of such authorization to any public agency at Lessee's request. Notwithstanding the foregoing, Owner shall have no less than thirty (30) days to review all such New Permits prior to filing and Lessee will coordinate with Owner to address any Owner concerns; and Lessee shall use commercially reasonable efforts to address Owner's concerns with respect thereto; for avoidance of doubt, provided the New

Permits are consistent with this Lease and reasonably necessary to permit the Project, Owner shall have no right to consent to the filing of such New Permits.

10.9.2 No New Permit shall bind the Property until such time as the lead agency for any New Permits has satisfied the requirements of the California Environmental Quality Act (“**CEQA**”) in connection with the issuance of such New Permits, which may include the Owner as a responsible agency, and Owner shall have undertaken any additional environmental review of the activities set forth in the New Permits to the extent such activities, as reasonably determined by Owner’s legal counsel, do not fall within the CEQA review and approval undertaken by Owner in connection with this Lease (“**CEQA Review**”).

10.9.3 Subject to the consent of Owner, which shall not be unreasonably withheld, conditioned or delayed, Lessee may elect to file a subdivision plan and obtain a tentative tract map for the Property to be subdivided so that the area to be leased forms a separate legal parcel. Lessee shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Lessee in obtaining such subdivision approval including executing any reasonable and necessary documentation required for such process, provided, however, that no such subdivision will be finalized unless Owner has completed any necessary CEQA Review. Upon the satisfaction of the foregoing requirements and completion of the subdivision, the newly subdivided parcel on which the Solarpower Facilities are located shall be subject to this Lease. Owner agrees that it shall not cause the Property to be subdivided without Lessee’s written consent and Owner shall not seek or cause the Property to be rezoned or given a land use designation that would be inconsistent with the construction and operation of the Project.

10.10 Estoppel Certificates. Within thirty (30) days of receipt from Lessee or from any existing or proposed Mortgagee or Assignee, Owner shall execute an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Lease), (b) certifying that to the actual knowledge of Owner, there are no uncured events of default under this Lease (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee or any existing or proposed Mortgagee or Assignee. The failure of Owner to deliver such statement within thirty (30) days shall be conclusive evidence upon Owner that this Lease is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Lease.

10.11 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Lessee all solar data, all information pertaining to the financial terms of or payments under this Lease, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solarpower Facilities, and the like, whether disclosed by Lessee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner, without any restrictions, at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may disclose such information to Owner’s lenders, attorneys, accountants and other personal advisors (“**Owner’s Representatives**”); any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information. Owner shall be responsible and liable to Lessee for any acts or omissions by Owner’s Representatives that would constitute a breach of this Section 10.11. All solar data generated from the Project shall be the sole property of Lessee and Lessee

shall have no obligation to provide copies or share such data with Owner. The obligations of Owner pursuant to this Section 10.11 will be subject to the disclosure obligations of Owner under the California Public Records Act.

10.12 Waivers. To the extent that Lessee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Solarpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Owner further waives any Setback Requirements which may apply to the installation of Solarpower Facilities on the Property. Further, if so requested by Lessee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority. Owner acknowledges that certain aspects inherent to the construction on and operation of the solar power facilities and/or energy storage facilities may result in some nuisance, such as visual impacts, possible glare, possible increased noise levels, possible dust impacts during construction, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Owner understands and has been informed by Lessee that the Project may result in some nuisance, and hereby accepts such nuisance, and Owner waives its right to object to such nuisance provided Lessee complies with its obligations under this Lease.

10.13 Road Use. Owner acknowledges Lessee shall be entitled to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Lessee shall have the right to remove fences, gates, cattle guards, and any other improvements or structures on the Property which interfere with the Project or Lessee’s operations.

Section 11. Assignment; Right to Encumber; Division of Lease.

11.1 Assignment by Lessee. Lessee shall have the right to grant, sell, lease, convey or assign Lessee’s interest in the Agreement or the Solarpower Facilities, including the right to use the easements and other rights granted hereunder (collectively “**Assignment**”) to a third party (collectively “**Assignee**”) with the prior written consent of Owner, which consent will not be unreasonably withheld. The foregoing limitation will not apply to (i) a subdivision of the Lease pursuant to Section 11.4 or (ii) an Assignment or grant of co-leases, separate leases, subleases, easements, sub-easements, licenses or similar rights to Lessee’s interest in all or a portion of this Lease or the Solarpower Facilities to a transmitting utility in connection with the Solarpower Facilities. Notwithstanding the foregoing, no Owner consent shall be required for (i) any change in direct or indirect ownership or Control of Lessee, (ii) any Assignment to an Affiliate of Lessee, or (iii) any Assignment to a third party not affiliated with Lessee that has, directly or through an Affiliate, no less than five (5) years of experience with the development and operation of utility scale solar and energy storage facilities and the financial capability to carry out the obligations of the Lessee under this Lease (“**Qualified Assignee**”). Owner further hereby consents and grants to Lessee the right, on an exclusive or non-exclusive basis, to collaterally assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Lessee’s right, title or interest under this Lease and/or in any Solarpower Facilities to any Mortgagee (as defined

hereinafter in Section 12.1) as security for the repayment of any indebtedness and/or the performance of any Mortgage, without Owner's consent. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Lessee under this Lease. Upon Lessee's assignment of its interest under this Lease (with the consent of Owner, if required by this Section), Owner shall recognize the Assignee as Lessee's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Lessee under and pursuant to this Lease, and Lessee shall be relieved of all of its obligations relating to the assigned interests under this Lease that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. The term "**Affiliate**" as used in this Lease means with respect to any person, any other person that, directly or indirectly controls, is controlled by, or is under common control with such person. "**Control**" (including with correlative meanings "controlled by" and "under common control with") as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities (whether a majority or minority interest), by contract, judicial order or otherwise.

11.2 Notice to Owner. Following an assignment or the granting of a Mortgage as contemplated by Section 11.1, Lessee or the Mortgagee will give notice of the same (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Mortgagee until such notice is given. Any Assignment by Lessee of its interests in this Lease shall release Lessee from all obligations accruing after the date that liability for such obligations is assumed by Assignee. If Lessee ever has one or more tax equity investors ("**Tax Equity Investor**") as part of its ownership structure, Lessee may give notice of the Tax Equity Investor and its address to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Tax Equity Investor until such notice is given. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee or Assignee, Owner shall give written notice of the default to each Tax Equity Investor concurrently with delivery of such notice to Lessee or Assignee, as applicable, specifying in detail the alleged event of default; provided however that Lessee shall have provided Owner with a current address for Tax Equity Investor.

11.3 Cure. Each Assignee, with respect to whom Grantee has delivered written notice of the name and address of such Assignee to Owner, that holds a partial interest in, or a sublease under this Lease, shall have the same amount of time following delivery of written notice of such default, to cure said default as is given to Lessee pursuant to this Agreement. If this Lease is divided into two or more separate agreements in accordance with Section 11.4 below and Lessee or an Assignee does not hold an interest in all of the separate agreements (a "**Partial Interest**"), any default under this Lease shall be deemed remedied, as to Lessee's or such Assignee's Partial Interest only (and Owner shall not disturb such Partial Interest), if Lessee or Assignee, as the case may be, shall have cured its pro rata portion of the default by paying the fees attributable to all of the separate agreements held by it. For the avoidance of doubt, for purposes of this Section 11.3, no Lessee or Assignee shall be allowed to cure its pro rata portion of an undivided interest in the same agreement resulting from a division into separate agreements in accordance with Section 11.4.

11.4 Division into Separate Agreements. Lessee may divide the Property into two (2) or more separate solar energy projects or phases of development if such division becomes necessary to further the development of the Solarpower Facilities; provided,

however, that in undertaking any such division, Lessee will not be permitted to divide any separate legal parcel into smaller parcels for placement into separate agreements (if any portion of a separate legal parcel is to be placed in one of the resulting separate agreements, the entirety of such separate legal parcel must be placed in such agreement). If Lessee elects to divide the Property into two (2) or more solar energy projects or phases of development, then Owner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Lessee two (2) or more stand-alone new Agreements (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered thereby (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Lessee's and Owner's respective combined obligations under such new leases do not exceed their respective obligations under this Lease) and be in a form reasonably acceptable to Lessee and Owner; (iii) be for a term equal to the then-remaining term of this Lease; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the divided leasehold estates, covering such portion or portions of the Property as Lessee may designate; (v) require payment to Owner of only an acreage-proportionate part of the amounts hereof; and (vi) to the extent permitted by law, enjoy the same priority as this Lease over any lien, encumbrance or other interest against the Property. If Lessee elects to divide the Property into two or more separate leases, one or both of the new leases may provide for the location of: (a) Solarpower Facilities, (b) Battery Facilities, (c) water wells and/or pipelines, and/or (d) Electrolyzers. The Solarpower Facilities, Battery Facilities, water wells, pipelines and/or Electrolyzers may appear in separate leases or in the same lease.

11.5 Assignments by Owner. The burdens of this Lease and other rights contained in this Lease shall run with the land and against the Property and shall be a charge and burden thereon for the duration of this Lease and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Lessee in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part thereof. Until such notice is received, Lessee shall have no duty to any successor Owner, and Lessee shall not be in default under this Lease if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

Section 12. Mortgagee Protection. Any Mortgagee (as defined below) of the Property, or any portion of the Property, shall, for so long as its Mortgage (as defined below) is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Owner of notice of its name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Property or any portion thereof and to perform all obligations to be performed by Lessee or Assignee under this Lease, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for (a) the pledge, mortgage or hypothecation of Lessee's rights in the Agreement, the Solarpower Facilities, or interests in Lessee or (b) the acquisition of Lessee's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Lease, (i) the term "**Mortgagee**" means any financial institution or other person or entity that

from time to time provides secured financing for or otherwise encumbers some or all of Lessee's or an Assignee's interest in the Agreement or Solarpower Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Lease and/or the Solarpower Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Lease and/or the Solarpower Facilities, that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee or Assignee, Owner shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Lessee or Assignee, as applicable, specifying in detail the alleged event of default and the required remedy; provided however that such Mortgagee shall have provided Owner with its current address. In the event the Owner gives such a written notice of default, the following provisions shall apply:

12.2.1. If Lessee fails to pay any payment required to be made under this Lease when due and Lessee fails to cure such nonpayment within thirty (30) days after Owner delivers written notice of the nonpayment to Lessee and all Mortgagees and Assignees, such uncured nonpayment shall be a "**Monetary Default**". If Lessee fails to comply with any other term, provision or covenant of this Lease, other than the payment of sums to be paid hereunder, without curing such failure within ninety (90) days after Owner delivers written notice of such failure to Lessee and all Mortgagees and Assignees, or, if such failure cannot reasonably be cured within the said ninety (90) days and Lessee shall not have commenced to cure such failure within said ninety (90) day period and shall not thereafter with reasonable diligence proceeded to cure such failure, then such uncured failure to comply with a non-monetary term, provision or covenant of this Lease shall be a "**Non-Monetary Default**".

12.2.2 The Mortgagee shall have the same period after receipt of notice of breach described in Section 12.2.1 above to remedy the breach, or cause the same to be remedied, as is given to Lessee or Assignee, plus, in each instance, the following additional time periods: (i) thirty (30) days after receipt of the notice of default in the event of any monetary breach; and (ii) sixty (60) days after receipt of the notice of any non-monetary breach, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure a non-monetary breach by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings. The Mortgagee shall have the absolute right to substitute itself for Lessee or any Assignee and perform the duties of Lessee or any Assignee under this Lease for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the Lessee or any Assignee. Owner shall not terminate this Lease prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 above.

12.2.3 Following acquisition of Lessee's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those Non-Monetary Defaults which are not capable of being cured or performed by such party ("**Non-Curable Defaults**"). Non-Curable Defaults shall

be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Lease by such party.

12.2.4 Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee or an Assignee by this Lease incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Property.

12.2.5 Neither the bankruptcy nor the insolvency of Lessee or any Assignee shall be grounds for terminating this Lease as long as the rent and all other monetary charges payable by Lessee or Assignee under this Lease are paid by the Mortgagee in accordance with the terms of this Lease.

12.2.6 Nothing in this Lease shall be construed to extend this Lease beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

12.3 New Agreement to Mortgagee. If this Lease terminates because of Lessee's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee given within thirty (30) days of any termination by Owner for default or within ninety (90) days of any rejection or disaffirmation, enter into a new lease of the Property, on the following terms and conditions:

12.3.1 The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term, at the same rent and subject to the same terms and conditions set forth in this Lease. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee or Assignee, as applicable, under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Lessee and/or Assignee under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee or any Assignee and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute Non-Curable Defaults as defined above; (iv) reimburses Owner for Owner's reasonable and documented attorney fees incurred in reviewing the same. Any new agreement granted the mortgagee shall enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee thereunder.

12.3.4 If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate

shall be void and of no further force or effect. Owner shall be reimbursed all reasonable and documented expenses incurred in determining whose Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Mortgage, this Lease shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Lease from Lessee or Assignee prior to expiration of the term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease; and a Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

12.6 No Merger. There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Lease or in the estate of Owner or Assignee shall join in a written instrument effecting such merger and shall duly record the same.

12.7 Third Party Beneficiary. Each Mortgagee is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Owner under this Lease to the extent permitted under the applicable mortgage or security instrument.

12.8 Further Amendments. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, Owner will work in good faith with Lessee to address requested changes to this Lease by an existing or proposed Mortgagee that do not result in any material change in the rights or obligations of Owner. Owner will be entitled to cost reimbursement of up to \$5,000 in reasonable and documented attorneys' fees in connection with any such discussion with Lessee and the Mortgagee. Owner shall, within ten (10) days after written notice from Lessee or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Mortgagee under this Lease and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

12.9 Further Amendments to Property Description. In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Lease shall not be affected. Lessee may amend the legal description of the Property contained in Exhibit A of this Lease and Exhibit A of the memorandum to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Lessee for the Property. Owner shall promptly sign (and notarize, if applicable) any amendment under this section.

Section 13. Termination.

13.1 Lessee's Right to Terminate.

13.1.1 Full Termination. Lessee shall have the right to terminate this Lease as to all of the Property following the commencement of the Construction Period, by providing written notice to Owner and each Mortgagee, if any, that holds an unpaid Mortgage at such time. Such notice shall indicate the effective date of such termination, which date shall be no more than one (1) year after the date of such notice. Lessee shall pay Owner all amounts accrued under this Lease through the date of such termination; provided that if the date of termination is less than one (1) year after the date of such notice, Lessee shall be pay Owner Rent through the expiration of such one (1) year mark. In no event shall Owner have a right to seek damages against Lessee with respect to this Lease solely by reason of its termination excepting only the amounts accrued through the date of such termination (including any additional Rent payable through the expiration of such one (1) year mark) . In the event Lessee terminates this Lease neither Owner nor Lessee shall have any further rights, liabilities or obligations under this Lease except for any of same that expressly survive termination of this Lease. Upon any such early termination, Lessee will comply with its obligations under Section 14.

13.1.2 Partial Termination. Lessee shall have the right to terminate this Agreement as to part of the Property at any time, effective upon written notice to Owner and each Mortgagee, if any, that holds an unpaid Mortgage at such time; provided that the acreage for the purposes of calculating Rent due to the Owner pursuant to this Agreement shall not be decreased as a result of such termination. Any such portion of the Property for which this Lease was terminated, will be subject to the restoration requirements of Section 14. In no event shall Owner have a right to seek damages against Lessee with respect to this Lease solely by reason of its partial termination expecting only the amounts of Rent due to Owner. In the event Lessee terminates this Lease as to part of the Property neither Owner nor Lessee shall have any further rights, liabilities or obligations under this Lease with respect to such portions of the Property, except for any of same that expressly survive termination of this Lease.

13.2 Owner's Right to Terminate. Except as qualified by Section 12, Owner shall have the right to terminate this Lease in the event (a) that a Monetary Default or Non-Monetary Default has occurred, (b) Owner thereafter (and after the extended cure period for Mortgagees set forth in Section 12.2.2 has passed without the applicable default being cured) simultaneously notifies Lessee and all Mortgagees and Assignees in writing of the Owner's intention to terminate this Lease as a result of the Monetary Default or Non-Monetary Default, if the applicable default is not remedied within thirty (30) days after such notice is received, and (c) the Monetary Default or Non-Monetary Default shall not have been remedied within thirty (30) days after Lessee and all Mortgagees and Assignees receive written notice of Owner's intention to terminate this Lease as a result of such default.

13.3 Effect of Termination. Upon termination of this Lease, whether as to the entire Property or only as to part, Lessee shall execute and record a release or quitclaim deed to Owner of all of Lessee's right, title and interest in and to the Property, or to that part thereof as to which this Lease has been terminated; and shall surrender the Property or such portion thereof back to Owner.

Section 14. Restoration Requirements. Unless any applicable law or order issued pursuant thereto requires otherwise, within eighteen (18) months after the expiration or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, restore the Property to the same condition as it was on the Option Exercise Date, excluding normal wear and tear (or deterioration due to non-usage of such items as drainage systems) as well as groundwater wells and water improvements and existing crops and vegetation, by removing from the Property the Solarpower Facilities and any associated equipment or other personal property owned by Lessee, provided that Lessee shall only be required to remove subterranean foundations,

cables, conduits or similar equipment installed by Lessee to a depth of thirty-six (36) inches below the surface of the land (“**Restoration Obligation**”). Owner hereby grants to Lessee a license for the limited purpose to enter upon the Property to perform Lessee’s Restoration Obligation, which license shall be effective commencing upon the date of expiration or earlier termination of this Lease and shall terminate upon the date on which such Restoration Obligations are complete.

Section 15. Miscellaneous Provisions

15.1 Memorandum. Owner and Lessee shall execute in recordable form and Lessee shall then record a memorandum of this Lease in the form attached to this Lease as Exhibit E. Owner consents to the recordation of the interest of an Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

15.2 Notices. All material notices or other communications required or permitted by this Lease, including payments to Owner, and any notice or communication requesting for any term or provision of this Lease to be waived or that such notice or communication could cause the other Party to be reasonably subjected to material liability if the notice or communication is not received shall be in writing and shall be deemed given when personally delivered to Owner, Lessee or an Assignee, or in lieu of such personal service, the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any other notice or communication between the Parties may be handled through email or other correspondence. Any notice shall be addressed as follows:

If to Owner:

If to Lessee:

TO THE ADDRESS SET FORTH IN SECTION C OF THE BASIC TERMS SUMMARY

TO THE ADDRESS SET FORTH IN SECTION E OF THE BASIC TERMS SUMMARY

Any party may change its address for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section.

15.3 Entire Agreement; Amendments. This Lease constitutes the entire Agreement between Owner and Lessee respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Lease or a subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

15.4 Legal Matters.

15.4.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of California. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in the state or federal courts located in the State of California. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is waived. In any lawsuit arising out of or in connection with this Lease, a party that obtains a judgment from the court substantially the same as the judgment sought therein shall be entitled to payment of its reasonable attorneys’ fees in connection with the action.

15.4.2 Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each of Owner and Lessee hereby waives any and all rights to recover, consequential, incidental, and

punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

15.5 Partial Invalidity. Should any provision of this Lease be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease, the parties agree that in no event shall the Lease Term be longer than the longest period permitted by applicable law, and in no event shall the Lease Term be longer than thirty four (34) years and six (6) months.

15.6 Tax Credits. If under applicable law the holder of any interest under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Lease shall entitle Lessee to a fee interest in the Property, diminish Lessee's payment obligations under this Lease, expand the obligations of Owner under this Lease or extend the Lease Term of this Lease.

15.7 Counterparts. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument. The parties hereby and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Owner and Lessee (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

15.8 Cooperation. Subject to the terms of Section 10.9, Owner shall reasonably cooperate with Lessee, and its permitted successor, assign or Affiliate, in giving effect to the purpose and intent of this Lease, including, without limitation, in Lessee's or any permitted successor, assign or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Lessee's Solarpower Facilities or Lessee's rights under this Lease.

15.9 Relationship. Neither this Lease nor any other agreements or transactions contemplated in this Lease shall in any respect be interpreted, deemed or construed as constituting Owner, Lessee as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than that of landlord and tenant during the Lease Term; and Owner and Lessee agree not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Lessee or the subject matter of this Lease.

15.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Lessee with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Lessee settle with the Taking authority or agree on compensation for such Taking. The Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Lessee desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

15.10.1 Owner shall first be entitled to receive out of the Award the value of Owner's fee interest in the Property, valued as if no Solarpower Facilities were on the Property;

15.10.2 Lessee shall next be entitled to receive out of the Award (A) the value of the Solarpower Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Lessee's business and the other costs and expenses incurred by Lessee as consequence of the Taking; and (C) the remaining present value of Lessee's interest in the Property (determined at the time of the Taking), including the value of Lessee's interests under this Lease;

15.10.3 Owner shall then be entitled to receive out of the Award, taking into account the leasehold and easement estates created by this Lease, the estimated amounts that would have been paid by Lessee hereunder, and

15.10.4 Owner shall be entitled to any remainder of the Award.

15.11 Captions. The captions used in this Lease are for convenience only and do not limit or amplify the provisions hereof.

15.12 Force Majeure. If performance of this Lease or of any obligation under this Lease is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference; *provided, however* nothing in this Section 15.11 shall relieve Lessee of its obligations to pay Payments or other monetary obligation payable to Owner pursuant to this Lease. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance under this Lease whenever such causes are removed. "**Force Majeure**" shall mean an event that could not be reasonably anticipated by and is beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided that such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event. Under no circumstances shall the Lease Term be extended as a result of any Force Majeure.

15.13 Further Assurances. Owner and Lessee each agree to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Lease.

[Signatures appear on following page]

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

OWNER:

SANTA CLARITA VALLEY WATER AGENCY,
a California public agency

By: _____

Print name: _____

Its: _____

Date signed: _____

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

IP Land Holdings, LLC,
a Delaware limited liability company

By: _____

Print name: _____

Its: _____

Date signed: _____

EXHIBIT A

Legal Description of Property

[To be inserted pursuant to Section 5.1 of the Option Agreement]

EXHIBIT B

No Build Areas - Depiction



EXHIBIT C

Third Party Parcels

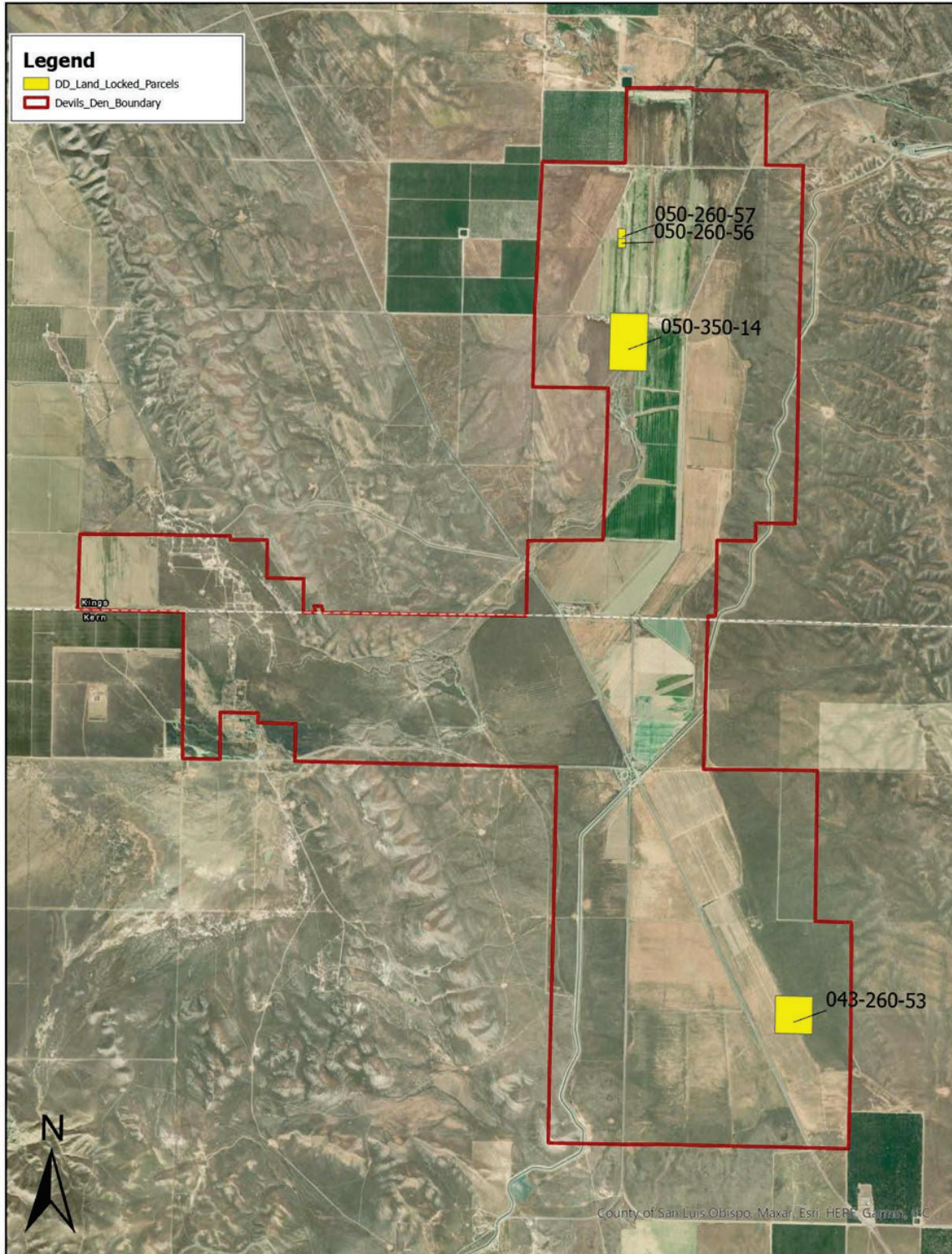


EXHIBIT D

INSURANCE REQUIREMENTS

1.1. Lessee shall procure and maintain insurance of the types and in the amounts described below in this Exhibit D (“*Required Insurance*”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit.

(a) General Liability Insurance. Lessee shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage.

(b) “All Risk” Property Insurance. Lessee shall procure and maintain a policy of property insurance for perils usual to a standard “all risk” insurance policy on all its improvements or alterations in, on or about the Property, with limits equal to one hundred percent (100%) of the full replacement value of all such improvements or alterations, with such deductibles and sublimits, as would be customarily carried by companies of a similar size, engaged in similar businesses and owning similar renewable energy properties in the same general geographic area of the Project.

(c) Business Vehicle and Automobile Liability Insurance. Lessee shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

(d) Umbrella Coverage. Lessee shall procure and maintain umbrella coverage in connection with any liability pursuant to items (a), and (c) above of not less than Eleven Million (\$11,000,000.00).

(e) Workers’ Compensation Insurance. Lessee shall maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate as applicable, at all times during which Lessee retains employees.

(f) Update in Coverage Amounts. On the tenth (10th) anniversary of the Operations Period, Lessee will update the insurance coverage set forth in this Exhibit D to reflect any changes in the policy coverage and limits that are standard for similar utility scale renewable energy leases.

1.2. Any deductibles or self-insured retentions for coverages pursuant to items 1.1 (a), (c), (d) must be declared to and approved by Owner, which approval will not be unreasonably withheld, and which will in any event be deemed granted for any deductible or self-insured retention of \$50,000 or less. At the option of Owner, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its elected officials, officers, employees, and agents or (b) Lessee shall provide a financial guarantee satisfactory to Owner guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses, provided, however, that the foregoing shall not cover actions or claims arising out of or related to the negligence or willful misconduct of Owner or its employees or agents.

1.3. The Required Insurance shall name Owner, its elected officials, officers, employees, and agents as additional insureds. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to Owner, its elected officials, officers, employees, and agents.

1.4. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering Owner, its elected officials, officers, employees, and agents. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against Owner in connection with any damage or harm covered by such policy.

1.5. Lessee shall furnish Owner with certificates of insurance and endorsements effecting coverage for the Required Insurance on the Commencement Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

1.6. Lessee shall maintain the Required Insurance for the Lease Term , and shall replace any certificate, policy or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be canceled without providing Owner with thirty (30) days' prior written notice.

1.7. Unless approved in writing by Owner, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VII.

EXHIBIT E

Form of Memorandum of Solar Energy Lease Agreement

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

IP Land Holdings, LLC
C/O/ Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105

APN:
USE

SPACE ABOVE THIS LINE FOR RECORDER'S

MEMORANDUM OF SOLAR ENERGY LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY OPTION AND LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of [_____] (the “**Effective Date**”), between [OWNER], with an address of _____ (“**Owner**”), and **IP Land Holdings, LLC**, a Delaware limited liability company, with an address of 9450 SW Gemini Drive PMB #68743, Beaverton, OR 97008-7105 (“**Lessee**”). Owner and Lessee may hereafter be referred to as, together, the “**Parties**”.

WITNESSETH:

WHEREAS, Owner and Lessee have entered into a certain a Solar Energy Lease Agreement (“**Lease**”), dated _____, 2023 (“**Effective Date**”) whereby Owner has granted to Lessee the option to lease to Lessee certain real property in _____ County[y/ies], California, and being more particularly described on the attached Exhibit A (“**Property**”).

WHEREAS, The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Property. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Rights. Owner has granted to Lessee a leasehold interest in the Property for Solar Energy Purposes (as defined in the Lease), including for the purposes of constructing, installing, operating, maintaining, replacing, relocating, and removing from time to time the following facilities, collectively “**Solarpower Facilities**”:

- (i) (a) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, mounting units and all necessary ancillary improvements and equipment providing support or otherwise associated therewith; and (b) photovoltaic and concentrating solar power generating equipment or such other

solar-powered generating equipment as determined in by Lessee's commercially reasonable judgment to be used to capture and convert solar radiation to produce electricity;

- (ii) overhead and underground electrical distribution, collection, transmission and communications lines, towers and related appurtenances, electric transformers, electric substations, switch stations, junction boxes, energy storage facilities, telecommunications equipment, and other related power generation and transmission facilities related to the commercial solar energy conversion facility (collectively "**Transmission Facilities**");
- (iii) temporary and permanent roads, crane travel paths, fences and gates;
- (iv) meteorological towers, sonic detection and ranging equipment, or other solar or meteorological measurement devices or any equipment related thereto ("**Met Towers**");
- (v) crane pads;
- (vi) control buildings, maintenance buildings, maintenance yards, septic systems, laydown and staging areas, and related facilities and equipment; and,
- (vii) other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar-energy collection or transmission purposes.

2. Easements. In addition to and in connection with the leasehold interest granted in accordance with the Lease, Owner has granted to Lessee and its successors and assigns the following easements on, above, over, under through, and across the Property:

- (i) Owner grants to Lessee or any Affiliate (as defined below) thereof, exclusive, irrevocable easements on, over, across, and above the Property to capture, use and convert the unobstructed solar resources over and across the Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited and Owner further agrees not to build (or allow any other party to build) any improvements within lands owned by the Owner that are adjacent to the Property ("**Owner's Adjacent Property**") that would block solar resources.
- (ii) Owner grants to Lessee an easement and right to cross on, under, over and across the Property and Owner's Adjacent Property to the extent there is no direct road access to the Property (or a portion thereof) from a public road or right of way, for access to and from, the Project and Solarpower Facilities, whether the same are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easement shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Lease. The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Owner and Lessee will reasonably agree on any private access roads on Owner's Adjacent Property that will be subject to the Access Easement.
- (iii) Owner grants to Lessee an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or

interfere with or endanger the Solarpower Facilities or Lessee's operations, as determined by Lessee.

- (iv) Owner grants to Lessee an exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities over and across the Property.
- (v) Owner grants to Lessee an easement for the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports. Owner grants to Lessee a non-exclusive easement over and across the Property for any audio, visual, glare, view, light, shadow, noise, vibration, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from Lessee's activities on the Property or the Project.

3. Lease Term. The Lease Term is made up of a Construction Period and the Operations Period and up to three renewal periods. The Construction Period will commence on the Effective Date of the Lease and continue for up to thirty (30) months following the Effective Date, with an option to extend for up to one (1) additional year. The Operations Period will commence on the Operations Commencement Date (or at the end of the Construction Period if the Operations Commencement Date does not occur on or before the end of the Construction Period) and will continue for an initial period of twenty (20) years. Lessee shall have the option to extend the Operations Period for up to three additional periods (each a "**Renewal Period**") as follows: (1) one additional period of five (5) years (the "**First Renewal Period**"), (2) a second additional period of five (5) years (the "**Second Renewal Period**"), and (3) a third additional period (the "**Third Renewal Period**") commencing upon the expiration of the Second Renewal Period and extending to and expiring upon such date as will make the total Lease Term (including the Construction Period, the initial Operations Period, the First Renewal Period, the Second Renewal Period, and the Third Renewal Period) equal to Thirty Four (34) years and Six (6) months. Notwithstanding anything else in the Lease to the contrary, the total Lease Term, including the Construction Period, the Operations Period, and any and all Renewal Periods, shall not exceed Thirty Four (34) years and Six (6) months.

4. Rights of Mortgagees. Pursuant to the Lease, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Subordination. The Lease provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Lease and all of Lessee's rights, title and interests created thereby, (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Lease, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

6. Lease Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. The terms, conditions and covenants of the Lease are incorporated in this Memorandum by reference as though fully set forth herein.

7. No Ownership. Owner shall have no ownership, lien, security or other interest in any Solarpower Facilities installed on the Property or any profits derived therefrom, and Lessee may remove any or all Solarpower Facilities at any time.

8. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

9. Further Amendments to Property Description. In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Lease shall not be affected. Lessee may amend the legal description of the Property contained in Exhibit A of this Lease and Exhibit A of this Memorandum to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Lessee for the Property, without Owner's signature. Lessee may file for record any amendment under this section without Owner's signature. If requested by Owner, Owner shall promptly sign (and notarize, if applicable) any amendment under this section, but said signature is not required for the amendment to be effective.

[Signatures appear on following pages]

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

Owner:
[OWNER]

By: _____

Print name: _____

Its: _____

Date signed: _____

[OWNER]

Date signed: _____

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

IP Land Holdings, LLC,

a Delaware limited liability company

By: _____

Print name: _____

Its: _____

Date signed: _____

EXHIBIT A to Memorandum of Lease

Legal Description of Property

[To be inserted pursuant to Section 5.1 of the Option Agreement]

EXHIBIT D

Liens and Third Party Rights

None.

EXHIBIT E

Memorandum of Lease Option

[attached]

EXHIBIT ONLY - DO NOT EXECUTE

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

IP Land Holdings, LLC
C/O/ Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105

APN: SPACE ABOVE THIS LINE FOR RECORDER'S
USE

MEMORANDUM OF SOLAR ENERGY OPTION TO LEASE

THIS MEMORANDUM OF SOLAR ENERGY OPTION TO LEASE (this “**Memorandum**”), is made, dated and effective as of [_____] (the “**Effective Date**”), between **Santa Clarita Valley Water Agency**, a California public agency, with an address of 27234 Bouquet Canyon Road, Santa Clarita, CA 91350-2173 (“**Owner**”), as successor in interest to the Castaic Lake Water Agency, and **IP Land Holdings, LLC**, a Delaware limited liability company, with an address of 9450 SW Gemini Drive PMB #68743, Beaverton, OR 97008-7105 (“**Grantee**”). Owner and Grantee may hereafter be referred to as, together, the “**Parties**”.

WITNESSETH:

WHEREAS, Owner and Grantee have entered into a certain a Solar Energy Option To Lease (“**Agreement**”), dated _____, 2024 (“**Effective Date**”) whereby Owner has granted to Grantee the option to lease to Grantee certain real property in _____ Count[y/ies], California, and being more particularly described on the attached Exhibit A (“**Property**”).

WHEREAS, The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Grantee in the Option Property. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Rights. The Agreement grants Grantee an option to lease all or part of the Option Property, and grants (or shall grant) to Grantee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Solarpower Facilities located on the Option Property; (b) the exclusive right to use the Option Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Option Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Option Property; (f) the right to subjacent and lateral support for the Solarpower Facilities; (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement.

2. Option Period. The Option Period commences on the Effective Date and expires on _____ (sixth (6th) anniversary of the Effective Date).
3. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
5. Further Amendments to Property Description. In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Option Property contained in Exhibit A, the validity of this Agreement shall not be affected. Grantee may amend the legal description of the Option Property contained in Exhibit A of this Agreement and Exhibit A of this Memorandum to reflect the legal description of the Option Property contained in a title commitment, other title report or survey obtained by Grantee for the Option Property, without Owner's signature. Grantee may file for record any amendment under this section without Owner's signature. If requested by Owner, Owner shall promptly sign (and notarize, if applicable) any amendment under this section, but said signature is not required for the amendment to be effective.

[Signatures appear on following pages]

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

Owner:

SANTA CLARITA VALLEY WATER AGENCY,
a California public agency

By: _____

Print name: _____

Its: _____

Date signed: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF THE NOTARY PUBLIC

[SEAL]

EXHIBIT ONLY - DO NOT EXECUTE

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

GRANTEE:

IP Land Holdings, LLC,
a Delaware limited liability company

By: _____

Print name: Lucas Alden Dunnington

Its: President

Date signed: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF THE NOTARY PUBLIC

[SEAL]

EXHIBIT A

Legal Description of Property

[Pursuant to the terms of the Agreement, the legal description of the Option Property contained on this Exhibit A may be replaced by Grantee with a more detailed legal description]

Parcel 1:

The East 22 1/2 acres of the East 45 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, according to Government Township Plat approved May 31, 1855, in Kings County, State of California.

Parcel 1 contains 22.5 acres
Parcel 1 Tax ID No: 050-260-070-000

Parcel 2:

The West 22 1/2 acres of the East 45 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, according to Government Township Plat approved May 31, 1855, in Kings County, State of California.

Parcel 2 contains 22.5 acres
Parcel 2 Tax ID No: 050-260-069-000

Parcel 3:

The West 45 acres of the East 90 acres of the Southeast Quarter of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in Kings County, State of California.

Parcel 3 contains 45 acres
Parcel 3 Tax ID No: 050-260-015-000

Parcel 4:

The East 46 acres of the West 230 acres of the South half of Section 13, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in Kings County, State of California.

Parcel 4 contains 46 acres
Parcel 4 Tax ID No: 050-260-016-000

Parcel 5:

The Northwest Quarter of the Northwest Quarter; the North half of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northeast Quarter of the Northwest Quarter in Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian in Kings County, California.

Parcel 5 contains 70 acres
Parcel 5 Tax ID No: 048-320-034-000

Parcel 6:

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to the Official Plat thereof.

Parcel 6 contains 10 acres
Parcel 6 Tax ID No: 048-320-033-000

Parcel 7:

The Southwest Quarter of the Fractional Northwest Quarter, and the West half of the Southeast Quarter of the Fractional Northwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 7 contains 60 acres
Parcel 7 Tax ID No: 048-320-032-000

Parcel 8 :

The South half of the South half of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 24.

AND

The Northeast Quarter; the South half of the Northwest Quarter; the Southwest Quarter; the North half of the Southeast Quarter; the Southwest Quarter of the Southeast Quarter; the North half of the Southeast Quarter of the Southeast Quarter; and the North half of the South half of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM:

(a) The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 24;

(b) The Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 24;

(c) The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 24; and

(d) The Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 24.

AND

The North half of the Northwest Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

EXCEPTING THEREFROM the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 24.

Parcel 8 contains 625 acres
Parcel 8 Tax ID No: 050-260-047-000

Parcel 9:

The Southwest Quarter of Section 19, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 9 contains 161.32 acres
Parcel 9 Tax ID No: 048-320-031-000

Parcel 10:

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 24, Township 24 South, Range 18 East, Mount Diablo Base and Meridian in the County of Kings, State of California.

Parcel 10 contains 2.5 acres
Parcel 10 Tax ID No: 050-260-054-000

Parcel 11:

The West half of Section 30, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to United States Government Township Plat approved May 31, 1855.

Parcel 11 contains 326.96 acres
Parcel 11 Tax ID No: 048-330-001-000

Parcel 12:

The North half of the North half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California;

AND

The East half of Northeast Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California;

AND

The South half of the Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; and the South half of the Southeast Quarter all in Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 12 contains 230 acres

Parcel 12 Tax ID No: 050-350-015-000 AND 050-350-017-000

Parcel 13:

North half of the Northwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to the United States Government Township Plat approved May 31, 1855.

Parcel 13 contains 80 acres

Parcel 13 Tax ID No: 050-350-013-000

Parcel 14:

The North half of the South half of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian.

Excepting 10 acres described as the North half of the North half of the Northeast Quarter of the Southwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in County of Kings, State of California.

Parcel 14 contains 70 acres

Parcel 14 Tax ID No: 050-350-041-000 AND 050-350-042-000

Parcel 15:

The West half of the Northwest Quarter of Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 15 contains 82.77 acres

Parcel 15 Tax ID No: 048-330-017-000

Parcel 16:

The East half of the Northeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

AND

The Southwest Quarter and the West half of the Northeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

EXCEPTING therefrom a strip of land 100 feet in width 50 feet on each side of a center line, the description of said center line being as follows: BEGINNING at a point on the West boundary of Section 36, from which the West Quarter corner bears Northerly 973.74 feet distant; thence South 33 02' 30" East

1588.26 feet; thence curve 1 right 431.25 feet to a point on the south boundary of said Section, from which the Southwest corner bears Westerly 1174.25 plus feet distant, as conveyed to the County of Kings by Deed recorded September 6, 1930 in Book 64 at Page 340 of Official Records as Document No. 3689.

Parcel 16 contains 317.69 acres

Parcel 16 Tax ID No: 050-350-020-000 AND 050-350-043-000 AND 050-350-044-000

Parcel 17:

The West half of the Southwest Quarter of Fractional Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

EXCEPTING FROM the above described that portion of the West half of the Southwest Quarter of Fractional Section 31, Township 24 South, Range 19 East, Mount Diablo Base and Meridian, described as follows: BEGINNING at the Southeast corner of said West half, said point of beginning having Coordinates Y=838, 837.59 and X=1, 417, 624.20; THENCE from said point of beginning and along the South line of said West half, North 89 06' 34" West 153.01 feet; thence leaving said South line North 15 39' 51" East 40.95 feet; thence along a curve to the right having a radius of 500 feet, through a central angle of 32 26' 42", an arc distance of 283.14 feet to a point on the East line of said West half; thence along said East line South 01 09' 23" West 279.07 feet to the point of beginning, as contained in Deeds executed by Richard Schnereger, et al, to the State of California and recorded May 29, 1968 in Book 922 at Page 727, 732 and 736 of Official Records.

Parcel 17 contains 86.99 acres

Parcel 17 Tax ID No: 048-330-015-000

Parcel 18:

The Southeast Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 18 contains 160 acres

Parcel 18 Tax ID No: 050-350-021-000

Parcel 19:

The Southeast Quarter of Section 33, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

AND

The Southwest Quarter of Section 33, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 19 contains 320 acres

Parcel 19 Tax ID No: 050-340-014-000

Parcel 20:

The West half of Section 6, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except a certain 1.639 acre parcel situated in the Southwest Quarter of the Southwest Quarter heretofore conveyed to Pacific Gas and Electric Company, a California corporation, by deed recorded May 13, 1949 in Book 1595 Page 490 of Official Records, described as follows:

Beginning at the southwest corner (marked by a 3/4 inch iron monument) of said Section 6 and running Thence North 0° 07' East, along the westerly boundary line of said Section 6, 208.7 feet to a 1/2 inch iron monument; Thence North 89° 36-1/2' East, parallel with the southerly boundary line of said Section 6, 238.66 feet to a 1/2 inch iron monument; Thence continuing North 89° 36-1/2' East, parallel with the southerly boundary line of said Section 6, 103.4 feet; Thence South 0° 07' West, parallel with the westerly boundary line of said Section 6, 208.7 feet to the southerly boundary line of said Section 6; Thence South 89° 36-1/2' West, along the last mentioned boundary line, 103.4 feet to a 3/4 inch iron monument in the last mentioned boundary line; Thence continuing South 89° 36-1/2' West, along the last mentioned boundary line, 238.66 feet, more or less, to the point of beginning.

Also except that portion of the Southwest Quarter of the Southwest Quarter of Section 6, Township 25 South, Range 16 East, Mount Diablo Meridian, described as follows:

Commencing for reference at the southwest corner of said Section, said southwest corner being at coordinates Y=833592.989 feet and X=1414503.342 feet; Thence (1) along the west line of the land conveyed to Pacific Gas and Electric Company by deed recorded May 13, 1949 in Book 1595 Page 490, Kern County Official Records, North 01° 17' 59" East, 208.70 feet to the north line of the land conveyed in said deed; Thence (2) along said north line, South 89° 14' 16" East 30.00 feet to the true Point of Beginning; Thence (3) continuing along said north line, South 89° 14' 16" East, 312.06 feet to the east line of the conveyed in said deed; Thence (4) along the northerly prolongation of said east line, North 01° 17' 59" East, 42.00 feet; Thence (5) along a line parallel with course (3) hereinabove described, North 89° 14' 16" West, 312.06 feet; Thence (6) along the east line of the west 30 feet of said Section, South 01° 17' 59" West, 42.00 feet to the true Point of Beginning.

As granted to the state of California for highway purposes in deed recorded June 4, 1963 in book 3613 page 19 of official records.

Also except that portion lying within the California Aqueduct as granted to the State of California in deed recorded February 15, 1967 in Book 4025 Page 342 of Official Records.

Parcel 20 contains 297.14 acres

Parcel 20 Tax ID No: 043-230-30-00-7

Parcel 21:

The East half of Lots 1 and 2 in the Northeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, of a survey of said land on file with the Bureau of Land Management, at Sacramento, California.

Except that portion of said land lying within State Route 33.

Parcel 21 contains 78.15 acres

Parcel 21 Tax ID No: 043-070-31-01-3

Parcel 22:

The West half of Lots 1 and 2 in the Northeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, of a survey of said land on file with the Bureau of Land Management, as Sacramento, California.

Except that portion of said land lying within State Route 33.

Parcel 22 contains 73.62 acres

Parcel 22 Tax ID No: 043-070-32-01-6

Parcel 23:

The Northeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 23 contains 39.87 acres

Parcel 23 Tax ID No: 043-070-30-01-0

Parcel 24:

All of the East half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 24 contains 20 acres

Parcel 24 Tax ID No: 043-070-37-00-2

Parcel 25:

All of the West half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 25 contains 20 acres

Parcel 25 Tax ID No: 043-070-36-00-9

Parcel 26:

The Northwest Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 26 contains 39.82 acres

Parcel 26 Tax ID No: 043-070-29-00-9

Parcel 27:

The North half of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 27 contains 120 acres
Parcel 27 Tax ID No: 043-070-35-01-5

Parcel 28:

The East half and the East half of the West half of Section 2, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 28 contains 470.95 acres
Parcel 28 Tax ID No: 043-070-14-01-4

Parcel 29:

The Northwest Quarter of the Southwest Quarter and the West half of the Northwest Quarter of Section 2, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 29 contains 119.97 acres
Parcel 29 Tax ID No: 043-070-13-01-1

Parcel 30:

The North half of the North half of Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 30 contains 160.36 acres
Parcel 30 Tax ID No: 043-070-01-00-7

Parcel 31:

The South half of the Northeast Quarter, the South half of the Northwest Quarter; the North half of the Southeast Quarter; and the Southeast Quarter of the Southeast Quarter, all of Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management.

Excepting therefrom the South half of the South half of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter and the West half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter, all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 31 contains 238.18 acres
Parcel 31 Tax ID No: 043-070-02-00-0

Parcel 32:

The South half of the South half of the Southeast Quarter of the Northwest Quarter and the Southwest of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter and the West half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 32 contains 20 acres
Parcel 32 Tax ID No: 043-070-09-00-1

Parcel 33:

The West half of the Southwest Quarter; the North half of the Northeast Quarter of the Southwest Quarter; and the North half of the South half of the Northeast Quarter of the Southwest Quarter all in Section 3, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Parcel 33 contains 109.09 acres
Parcel 33 Tax ID No: 043-070-08-00-8 AND 043-070-06-01-1

Parcel 34:

The Northeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Route 33.

Parcel 34 contains 35.69 acres
Parcel 34 Tax ID No: 043-080-01-00-0

Parcel 35:

The North half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E as conveyed to the State of California, by deed recorded November 14, 1960 in Book 3319 Page 708, of Official Records.

Parcel 35 contains 17.85 acres
Parcel 35 Tax ID No: 043-080-02-01-2

Parcel 36:

The South half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except therefrom that portion of said land lying within State Highway VI-KER-138-E as conveyed to the State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 36 contains 16.55 acres
Parcel 36 Tax ID No: 043-080-03-01-5

Parcel 37:

The West half of the Southeast Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 37 contains 80 acres
Parcel 37 Tax ID No: 043-070-33-00-0

Parcel 38:

The South half of the Southwest Quarter of Section 1, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 38 contains 79.83 acres
Parcel 38 Tax ID No: 043-070-34-01-2

Parcel 39:

The Northeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 39 contains 160 acres
Parcel 39 Tax ID No: 043-230-21-00-1

Parcel 40:

Lots 1 and 2 of the Northwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-B, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319 Page 708, et seq., of Official Records.

Also except that portion of said land lying within the "California Aqueduct", described as follows:

Parcel A:

Beginning at a point on the north line of said Section 7 from which a 2-inch iron pipe with copper plate marked "K.C.S. 1958" marking the northwest corner of said Section 7 bears North 89° 14' 29" West, 498.94 feet, said point of beginning having coordinates Y=833,586.07 and X=1,415,002.35; Thence from said Point of Beginning and along said north line South 89° 14' 29" East 216.50 feet; Thence leaving said north line South 43° 02' 05" West 50.33 feet to a 1-1/2 inch iron pipe with brass cap marked "00-73"; Thence continuing South 43° 02' 05" West 150.09 feet to 1-1/2 inch iron pipe with brass cap marked "00-75"; Thence South 44° 56' 38" West 362.25 feet to a point on the easterly line of that certain strip of land, being 100 feet in width granted to the State of California by Mabel C. Whiteley by Quitclaim Deed recorded November 14, 1960 in Book 3319 of Official Records of Kern County at Page 737, said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-77"; Thence along said easterly line North 25° 07' 57" West 212.74 feet to a 1-1/2 inch iron pipe with brass cap marked "00-78"; Thence leaving said easterly line North 44° 56' 38" East 114.75 feet to a 1-1/2 inch iron pipe with brass cap marked "00-76"; Thence South 45° 03' 22" East 40.00 feet; Thence North 44° 56' 38" East 155.00 feet to a 1-1/2 inch iron pipe with brass cap marked "00-74"; Thence North 43° 21' 08" East 69.43 feet to the Point of Beginning.

Parcel B:

Beginning at a point on the west line of said Section 7, said line being also the centerline of the 60 foot Right of Way of Kern County Road No. 349 (Barker Road) as said Right of Way as declared on October 7, 1915 in Book 18 of Board of Supervisors Minutes at Page 224, Kern County, from which a 2-inch iron pipe with copper plat marked "K.C.S. 1958" marking the northwest corner of said Section 7 bears North 01° 06' 54" East 519.44 feet, said Point of Beginning having coordinates Y=833,073.32 and X=1,414,493.35; Thence from said Point of Beginning and leaving said west line North 44° 58' 38" East 262.46 feet to a point on the westerly line of that certain strip of land, being 100 feet in width, granted to the State of California by Mabel C. Whiteley by Quitclaim Deed recorded November 14, 1960 in Book 3319 of Official Records of Kern County at Page 737, said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-80"; Thence along said westerly line South 25° 07' 57" East 170.18 feet to a point hereinafter designated "A", said point being marked by a 1-1/2 inch iron pipe with brass cap marked "00-79"; Thence leaving said westerly line South 44° 56' 38" West 1432.70 feet to a 1-1/2 inch iron pipe with brass cap marked "00-81"; Thence along a non-tangent curve to the left having a radius of 442 feet, the long chord of which bears South 44° 56' 38" West, through a central angle of 18° 12' 48", an arc distance of 140.50 feet to a 1-1/2 inch iron pipe with brass cap marked "00-83"; Thence South 44° 56' 38" West 87.54 feet to said west line of Section 7; Thence along said west line North 01° 06' 54" East 231.05 feet to the Point of Beginning, as conveyed to State of California, by deed recorded February 15, 1967 in Book 4025, Page 266, of Official Records.

Parcel 40 contains 149.149 acres

Parcel 40 Tax ID No: 043-230-28-01-1 AND 043-230-27-01-8

Parcel 41:

That portion of the East half of Section 12, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the California Aqueduct.

Parcel 41 contains 136.28 acres

Parcel 41 Tax ID No: 043-070-40-00-0

Parcel 42:

That portion of the East half of Section 12, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying westerly of the California Aqueduct.

Excepting therefrom the Easterly 1231.26 feet of the northerly 1324.34 feet thereof.

Parcel 42 contains 129.729 acres
Parcel 42 Tax ID No: 043-070-48-00-4

Parcel 43:

The East half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 43 contains 120 acres
Parcel 43 Tax ID No: 043-230-22-01-3

Parcel 44:

The Southwest Quarter of the Southeast Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of the Southwest Quarter of the Southeast Quarter of said Section 7, described as follows:

Beginning at the southwest corner of the Southeast Quarter of said Section, said southwest corner being at coordinates Y=828266.421 feet and X=1417017.571 feet; Thence (1), along the west line of the Southeast Quarter of said Section, North 1° 25' 49" East, 230.46 feet to a line parallel with and 50 feet northeasterly, measured at right angles, from the centerline of the Department of Public Works' Survey from six miles south of Kings County line, Road VI-KER-138-E; Thence (2), along said parallel line, South 25° 07' 57" seconds East, 255.84 feet to the south line of said Section; Thence (3), along said south line, North 89° 23' 12" West, 114.41 feet to the Point of Beginning, as conveyed to the State of California in deed recorded January 2, 1959 in Book 3058, Page 291 of Official Records.

Parcel 44 contains 39.7 acres
Parcel 44 Tax ID No: 043-230-23-01-6

Parcel 45:

That portion of the West half of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Section 7; Thence South along the westerly boundary of said Section 466.7 feet; Thence East parallel with the northerly boundary of the Southwest Quarter of said Section, 466.7 feet; Thence North parallel with the westerly boundary of said Section, 466.7 feet to the northerly boundary of the Southwest Quarter of said Section 7; Thence westerly

along said northerly boundary of the Southwest Quarter of said Section 7, 466.7 feet to the Point of Beginning.

Parcel 45 contains 4.68 acres

Parcel 45 Tax ID No: 043-230-26-01-5

Parcel 46:

Lot 1 and the North half of Lot 2 of the Southwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion thereof included within the following described boundaries:

Beginning at the northwest corner of the Southwest Quarter of said Section 7; Thence due South 466.7 feet along the western boundary line of said Section 7; Thence due East 466.7 feet; Thence due North 466.7 feet; Thence due West 466.7 feet to the starting point.

Also except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708 et. seq., of Official Records.

Parcel 46 contains 106.99 acres

Parcel 46 Tax ID No: 043-230-25-01-2

Parcel 47:

The South half of Lot 2 of the Southwest Quarter of Section 7, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the official plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708 et. seq., of Official Records.

Parcel 47 contains 39.09 acres

Parcel 47 Tax ID No: 043-230-24-00-0

Parcel 48:

The Northwest Quarter; the East half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section 17, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 48 contains 279.65 acres

Parcel 48 Tax ID No: 043-260-02-01-4

Parcel 49:

All of Section 18, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of the Northwest Quarter of said Section, within the "Town of Devil's Den" as shown upon the map thereof recorded January 3, 1910 in Book 1, Page 133 of maps, in the Office of the County Recorder of said County.

Also except that portion of said land lying within State Highway IX-KER-138-E, as conveyed to the State of California, by deeds recorded November 14, 1960 in Book 3319, Page 708, of Official Records.

Parcel 49 contains 558.659 acres
Parcel 49 Tax ID No: 043-260-01-01-1

Parcel 50:

All that portion of the East half of Section 13, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the "California Aqueduct", as conveyed to the State of California, by deed recorded February 15, 1967, in Book 4025, Page 281, of Official Records.

Parcel 50 contains 188 acres
Parcel 50 Tax ID No: 043-103-04-00-5

Parcel 51:

All that portion of the East half of Section 13, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying westerly of the "California Aqueduct", as conveyed to the State of California, by deed recorded February 15, 1967, in Book 4025, Page 281, of Official Records.

Parcel 51 contains 101.16 acres
Parcel 51 Tax ID No: 043-103-03-00-2

Parcel 52:

Lots 6 through 28, 31, 32, both inclusive, in Block 1; all of Blocks 2, 3, 4 and 5; Lots 1 through 26, both inclusive, and Lots 28 through 32, both inclusive, in Block 6; Lots 1 through 18, 20, 22, 23, both inclusive, and Lots 25, 26, 29, 30 and 31 in Block 7; all of Blocks 8 and 9; Lots 1 through 10, both inclusive, Lots 13 through 20, both inclusive, and Lots 23 through 32, both inclusive, in Block 10; Lots 1, 2, 3, 4, 5, 6, 8, 11, 12, 14, 16, 17, 18, 20, 21, 23 through 32, both inclusive, an undivided ½ interest in Lots 7, 9, 13, and 19, in Block 11; Lots 1 through 6, both inclusive, Lots 9 and 10, and Lots 17 through 28, 32, in Block 12; Lots 1 and 2, and Lots 4 through 15, and Lots 17 through 32, in Block 13; All of Block 14 and 15; Lots 1 through 16, both inclusive, and Lots 25 through 32, both inclusive, in Block 16; all in the Town of Devil's Den, in the unincorporated area of the County of Kern, State of California, as per map filed in Book 1 Page 133 of maps, in the Office of the County Recorder of said County.

Parcel 52 contains 62.33 acres
Parcel 52 Tax ID No: 043-311-01-01-2
043-314-01-01-3
043-281-01-01-4

043-284-08-00-7
043-284-10-00-2
043-314-02-00-7
043-281-02-00-8
043-312-01-01-9
043-313-02-01-9
043-313-01-00-7
043-282-07-01-9
043-283-01-01-8
043-282-04-00-1
043-282-05-00-4
043-313-05-00-9
043-282-08-01-2
043-313-07-01-4
043-312-03-00-6
043-313-04-00-6
043-282-06-00-7
043-301-01-01-9
043-304-01-00-1
043-304-02-00-4
043-291-10-01-3
043-294-01-01-8
043-291-01-00-8
043-291-02-00-1
043-304-03-01-6
043-304-18-00-1
043-291-04-00-7
043-304-17-01-7
043-291-05-00-0
043-304-16-02-3
043-291-06-00-3
043-304-05-00-3
043-304-14-00-9
043-291-07-01-5
043-304-06-00-6
043-304-13-01-5
043-291-08-00-9
043-301-02-00-3
043-304-07-01-8
043-304-12-00-3
043-301-03-00-6
043-304-08-01-1
043-304-09-01-4
043-304-10-00-7
043-291-09-00-2
043-302-01-00-7
043-302-03-00-3
043-303-01-00-4
043-303-13-00-9
043-292-01-00-5
043-302-04-00-6

043-303-02-01-6
043-303-12-00-6
043-292-02-03-5
043-302-02-01-9
043-303-03-00-0
043-303-11-01-2
043-292-06-01-9
043-293-01-01-1
043-292-03-00-1
043-303-04-01-2
043-303-09-00-8
043-303-05-00-6
043-303-08-01-4
043-292-04-00-4
043-302-06-00-2
043-303-06-01-8
043-292-05-00-7

Parcel 53:

The North half of the North half of the Northeast Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 53 contains 40 acres

Parcel 53 Tax ID No: 043-260-55-00-9

Parcel 54:

The South half of the North half of the Northeast Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 54 contains 40 acres

Parcel 54 Tax ID No: 043-260-27-00-8

Parcel 55:

The Northwest Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except the Southwest Quarter of the Northwest Quarter of said Section 20.

Also except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, Official Records.

Parcel 55 contains 116.55 acres

Parcel 55 Tax ID No: 043-260-25-01-1

Parcel 56:

The East half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land granted to the State of California, be Deed recorded March 31, 1958 in Book 2931, Page 264, Official Records, more particularly described as follows:

Beginning at the northeast corner of said Section said northeast corner being at coordinates Y=1419536.223 feet; Thence (1) along the east line of said Section, South 0 degrees 51 minutes 12 seconds West, 20.02 feet to a line parallel with and 50 feet southwesterly, measured at right angles from the Department of Public Works' Survey from 6 miles south to Kings County Line Road VI-KER-138-E; Thence (2) along said parallel line, North 25 degrees 07 minutes 57 seconds West 20.39 feet to the north line of said Section; Thence (3) along said north line, South 88 degrees 31 minutes 18 seconds East 9.80 feet to the Point of Beginning.

Parcel 56 contains 20 acres
Parcel 56 Tax ID No: 043-260-31-01-8

Parcel 57:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except that portion of said land lying within State Highway VI-KER-138-E, as conveyed to State of California, by deed recorded November 14, 1960 in Book 3319, Page 708, Official Records.

Parcel 57 contains 20 acres
Parcel 57 Tax ID No: 043-260-24-00-9

Parcel 58:

The South half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter and the West half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 58 contains 140 acres
Parcel 58 Tax ID No: 043-260-32-01-1

Parcel 59:

Lots 1 and 2 of the Northwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management.

Parcel 59 contains 156.51 acres
Parcel 59 Tax ID No: 043-260-33-00-5

Parcel 60:

The North half of the Northeast Quarter of the Northeast Quarter and that portion of the West half of the Northeast Quarter of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof, lying easterly of the "California Aqueduct", as conveyed to the State of California, by Deed recorded February 15, 1967 in Book 4025, Page 287, of Official Records.

Parcel 60 contains 44.71 acres
Parcel 60 Tax ID No: 043-103-10-00-2

Parcel 61:

The South half of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion lying within the California Aqueduct.

Parcel 61 contains 57.96 acres
Parcel 61 Tax ID No: 043-103-15-00-7

Parcel 62:

The Northeast Quarter of the Northeast Quarter of the Southeast Quarter; the Southwest Quarter of the Northeast Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter; and the East half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter; all in Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 62 contains 104.85 acres
Parcel 62 Tax ID No: 043-320-04-00-8

Parcel 63:

The West half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 63 contains 5 acres
Parcel 63 Tax ID No: 043-320-03-00-5

Parcel 64:

The Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 64 contains 10 acres
Parcel 64 Tax ID No: 043-320-05-00-1

Parcel 65:

The Northeast Quarter of the Southwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 65 contains 40 acres
Parcel 65 Tax ID No: 043-320-02-00-2

Parcel 66:

The Northwest Quarter of the Southwest Quarter; the North half of the Southwest Quarter of the Southwest Quarter; and the Southeast Quarter of the Southwest Quarter; all in Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 66 contains 97.67 acres
Parcel 66 Tax ID No: 043-320-01-00-9

Parcel 67:

The Northeast Quarter of the Southeast of Section 24, Township 25 South, Range 18 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion lying within the California Aqueduct.

Parcel 67 contains 39.1 acres
Parcel 67 Tax ID No: 043-103-21-00-4

Parcel 68:

The Southwest Quarter of the Southeast Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Parcel 68 contains 39.09 acres
Parcel 68 Tax ID No: 043-320-06-00-4

Parcel 69:

The South half of the Southwest Quarter of the Southwest Quarter of Section 19, Township 25 South, Range 19 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

Excepting therefrom the North half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 19.

Parcel 69 contains 13.76 acres
Parcel 69 Tax ID No: 043-320-07-00-7

Parcel 70:

The Southwest Quarter of the Northwest Quarter of Section 25, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 70 contains 40 acres

Parcel 70 Tax ID No: 050-350-019-000

Parcel 71:

The Northwest Quarter of Section 36, Township 24 South, Range 18 East, Mount Diablo Base and Meridian, in the County of Kings, State of California.

Parcel 71 contains 160 acres

Parcel 71 Tax ID No: 050-350-023-000

The Property contains approximately 8,133.667 acres.

EXHIBIT F
Agent Authorization Forms
[Attached]

EXHIBIT ONLY - DO NOT EXECUTE

SCVWA LETTERHEAD

March [], 2024

Kern County Planning and Natural
Resources Department
Public Services Building
2700 "M" Street., Suite 100
Bakersfield, CA 93301-2370

Re: Delegation of Authority to File Applications on behalf of Landowner

Dear Sir or Madam,

The Santa Clarita Valley Water Agency (“Landowner”) , as successor in interest to the Castaic Lake Water Agency, owns [] parcels of real property in the County of Kern which are subject to a Solar Energy Option to Lease dated March [], 2024 (“Option”), with IP Land Holdings, LLC, a Delaware limited liability company (“Developer”). A list of parcels that are subject to the Option are attached to this letter as Exhibit “A” (“Property”).

Pursuant to the terms of the Option, Landowner has delegated authority to Developer to file applications in connection with one or more projects for the development of (i) solar generating facilities, (ii) battery storage facilities, (iii) hydrogen energy electrolyzer facilities; and (iv) direct air carbon capture facilities on all or a portion of the Property (“Project”). As set forth in Section 4 of the Option:

“During the Option Period, Grantee will have the right to apply for all land use and natural resource permits and approvals, including any general plan amendments, zoning amendments, conditional use permits, variances, building permits, development permits, construction permits, subdivision and platting permits and approvals, environmental impact reviews or any other approvals, permits or authorizations required or desirable for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Project (collectively, the “Permits”).”

The purpose of this letter is to provide authorization and consent for Developer to file applications for Permits in connection with the Project on behalf of Landowner and such authorization will remain effective and in place unless revoked in writing by Landowner in a letter to the Kern County Planning and Natural Resources Department. If you have any questions or require any additional information, please contact Rick Vasilopoulos, Water Resources Planner, Santa Clarita Valley Water Agency, at (661) 705-7912, or rvasilopoulos@scvwa.org.

Sincerely,

Matthew Stone
General Manager
Santa Clarita Valley Water Agency


EXHIBIT A
LIST OF APNS

Exhibit B
APNS

048-330-015-000	050-350-044-000	043-230-26-01-5	043-313-07-01-4	043-304-12-00-3	043-303-06-01-8
050-260-016-000	050-340-014-000	043-230-25-01-2	043-313-05-00-9	043-304-07-01-8	043-302-03-00-3
050-260-015-000	043-070-01-00-7	043-230-24-00-0	043-313-04-00-6	043-304-08-01-1	043-302-04-00-6
050-260-069-000	043-070-02-00-0	043-230-21-00-1	043-312-01-01-9	043-304-10-00-7	043-302-01-00-7
050-260-070-000	043-070-09-00-1	043-230-22-01-3	043-312-03-00-6	043-304-09-01-4	043-302-02-01-9
050-260-047-000	043-070-08-00-8	043-230-23-01-6	043-294-01-01-8	043-301-01-01-9	043-302-06-00-2
048-320-034-000	043-070-06-01-1	043-103-03-00-2	043-291-10-01-3	043-301-02-00-3	043-103-10-00-2
048-320-033-000	043-070-13-01-1	043-103-04-00-5	043-291-01-00-8	043-301-03-00-6	043-103-15-00-7
048-320-032-000	043-070-14-01-4	043-260-01-01-1	043-291-02-00-1	043-293-01-01-1	043-260-33-00-5
048-320-031-000	043-070-29-00-9	043-260-02-01-4	043-291-04-00-7	043-292-06-01-9	043-260-32-01-1
050-260-054-000	043-070-30-01-0	043-284-08-00-7	043-291-05-00-0	043-292-01-00-5	043-260-31-01-8
050-350-013-000	043-070-35-01-5	043-281-01-01-4	043-291-06-00-3	043-292-02-03-5	043-260-25-01-1
050-350-015-000	043-070-36-00-9	043-314-01-01-3	043-291-07-01-5	043-292-03-00-1	043-260-24-00-9
048-330-001-000	043-070-37-00-2	043-311-01-01-2	043-291-08-00-9	043-292-04-00-4	043-260-55-00-9
050-350-019-000	043-070-34-01-2	043-284-10-00-2	043-291-09-00-2	043-292-05-00-7	043-260-27-00-8
050-350-042-000	043-070-32-01-6	043-281-02-00-8	043-304-02-00-4	043-303-13-00-9	043-103-21-00-4
050-350-041-000	043-070-33-00-0	043-314-02-00-7	043-304-01-00-1	043-303-12-00-6	043-320-01-00-9
050-350-017-000	043-070-31-01-3	043-283-01-01-8	043-304-03-01-6	043-303-11-01-2	043-320-02-00-2
050-350-023-000	043-080-01-00-0	043-282-07-01-9	043-304-18-00-1	043-303-09-00-8	043-320-07-00-7
050-350-020-000	043-080-02-01-2	043-313-02-01-9	043-304-17-01-7	043-303-08-01-4	043-320-04-00-8
048-330-017-000	043-080-03-01-5	043-313-01-00-7	043-304-16-02-3	043-303-01-00-4	043-320-03-00-5
050-350-043-000	043-230-30-00-7	043-282-04-00-1	043-304-14-00-9	043-303-02-01-6	043-320-05-00-1
050-350-021-000	043-070-48-00-4	043-282-05-00-4	043-304-05-00-3	043-303-03-00-0	043-320-06-00-4
043-282-06-00-7	043-070-40-00-0	043-282-08-01-2	043-304-13-01-5	043-303-04-01-2	043-230-28-01-1
043-304-06-00-6	043-303-05-00-6	043-230-27-01-8			



BOARD MEMORANDUM

DATE: April 6, 2024
TO: Board of Directors
FROM: April Jacobs 
Board Secretary
SUBJECT: Approve Adopting a Revised Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1120 and Rescind Resolution No. SCV-313

SUMMARY

The County Sanitation Districts of Los Angeles County is requesting the Agency adopt a revised resolution approving and accepting of a negotiated exchange of property tax revenues resulting from annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1120 (Attachment 1). Due to the correction in the resolution, Resolution No. SCV-313 originally adopted by the SCV Water Board of Directors on November 1, 2022 (Attachment 2) will need to be rescinded.

DISCUSSION

The Los Angeles County Sanitation District is requesting that the Santa Clarita Valley Water Agency adopt the attached revised resolution due to the initial Tax Sharing Resolution missing a tax rate in the initial resolution. The error has been corrected and is reflected on the attached resolution (Attachment 1). Resolution No. SCV-313 (Attachment 2) would then become void and would be rescinded.

The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided in an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01).

Finance staff has reviewed the addition tax rate and has not identified any concerns.

RECOMMENDATION

That the Board of Directors adopt the attached revised Negotiated Tax Exchange Resolution (Attachment 1) resulting from annexation to the Santa Clarita Valley Sanitation District Annexation No. SCV-1120 with the corrected changes and rescind Resolution No. SCV-313 (Attachment 2).

AMJ

Attachments

Handwritten initials "MGS" in blue ink.

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ATTACHMENT 1



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400

Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998

(562) 699-7411 • www.lacsd.org

February 20, 2024

General Annexation File

Ms. April Jacobs, Board Secretary
Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Dear Ms. Jacobs:

CORRECTED
Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your agency and others. The applicant has requested, in writing, annexation of his property into the Santa Clarita Valley Sanitation District (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your agency will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your agency would only be giving up a portion of the revenues it would receive on increased assessed valuation.

<u>Annexation No.</u>	<u>Type of Project</u>
SCV-1120	one proposed mixed use commercial development

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your agency, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your agency. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,



Shirly Wang
Customer Service Specialist
Facilities Planning Department

SW:sw

Enclosures: SCV-1120

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

- Los Angeles County General Fund
- Los Angeles County Consolidated Fire Protection District
- Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

- Greater Los Angeles County Vector Control District
- City of Santa Clarita
- Santa Clarita Street Lighting Maintenance District No. 2
- Santa Clarita Library
- Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT.

"ANNEXATION NO. 1120"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1120*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1120* is approved and accepted.
2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9656948 percent of the annual tax increment attributable to the land area encompassed within Annexation *No. 1120* for Tax Rate Areas 10289 and 00973 as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled Annexation *No. 1120*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, City of Santa Clarita, Santa Clarita Street Lighting Maintenance District No. 2, Santa Clarita Library, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER
AGENCY

SIGNATURE

ATTEST:

PRINT NAME AND TITLE

Secretary

Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 10289
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1120 PROJECT NAME: ANNEXATION SCV-1120
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.225148704	22.5159 %	0.017337943	0.003903624	-0.003993306	0.221155398
001.20	L.A. COUNTY ACCUM CAP OUILAY	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.000000000
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.163316280	16.3316 %	0.017337943	0.002831568	-0.002831568	0.160484712
007.31	L A C FIRE-FFW	0.005172597	0.5172 %	0.017337943	0.000089682	0.000000000	0.005172597
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001550946	0.1550 %	0.017337943	0.000026890	-0.000026890	0.001524056
030.70	LA CO FLOOD CONTROL MAINT	0.008777111	0.8777 %	0.017337943	0.000152177	-0.000152177	0.008624934
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017337943	0.000005595	-0.000005595	0.000317119
249.01	CITY-SANTA CLARITA NEWHALL RP	0.057345280	5.7345 %	0.017337943	0.0000994249	-0.0000994249	0.056351031
249.32	STA CLRTA STREET LIGHT MAINT #2	0.0206669334	2.0669 %	0.017337943	0.000358363	-0.000358363	0.020310971
249.56	CITY-SANTA CLARITA LIBRARY	0.021362543	2.1362 %	0.017337943	0.000370382	-0.000370382	0.020992161
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053317649	5.3317 %	0.017337943	0.000924418	-0.000924418	0.052393231
400.00	EDUCATIONAL REV AUGMENTATION FD	0.070472677	7.0472 %	0.017337943	0.001221851	EXEMPT	0.070472677
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001317252	0.1317 %	0.017337943	0.000022838	EXEMPT	0.001317252
400.21	CHILDREN'S INSTIL TUITION FUND	0.002614318	0.2614 %	0.017337943	0.000045326	EXEMPT	0.002614318
581.01	NEWHALL SCHOOL DISTRICT	0.077024880	7.7024 %	0.017337943	0.001335452	EXEMPT	0.077024880
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007385616	0.7385 %	0.017337943	0.000128051	EXEMPT	0.007385616
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000813029	0.0813 %	0.017337943	0.000014096	EXEMPT	0.000813029
757.02	HART WILLIAM S UNION HIGH	0.075201637	7.5201 %	0.017337943	0.001303841	EXEMPT	0.075201637

ANNEXATION NUMBER: SCV-1120 PROJECT NAME: ANNEXATION SCV-1120 TRA: 10289

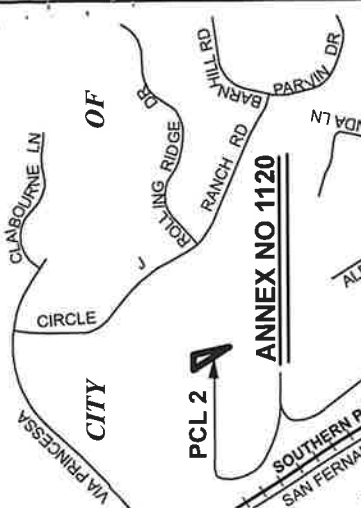
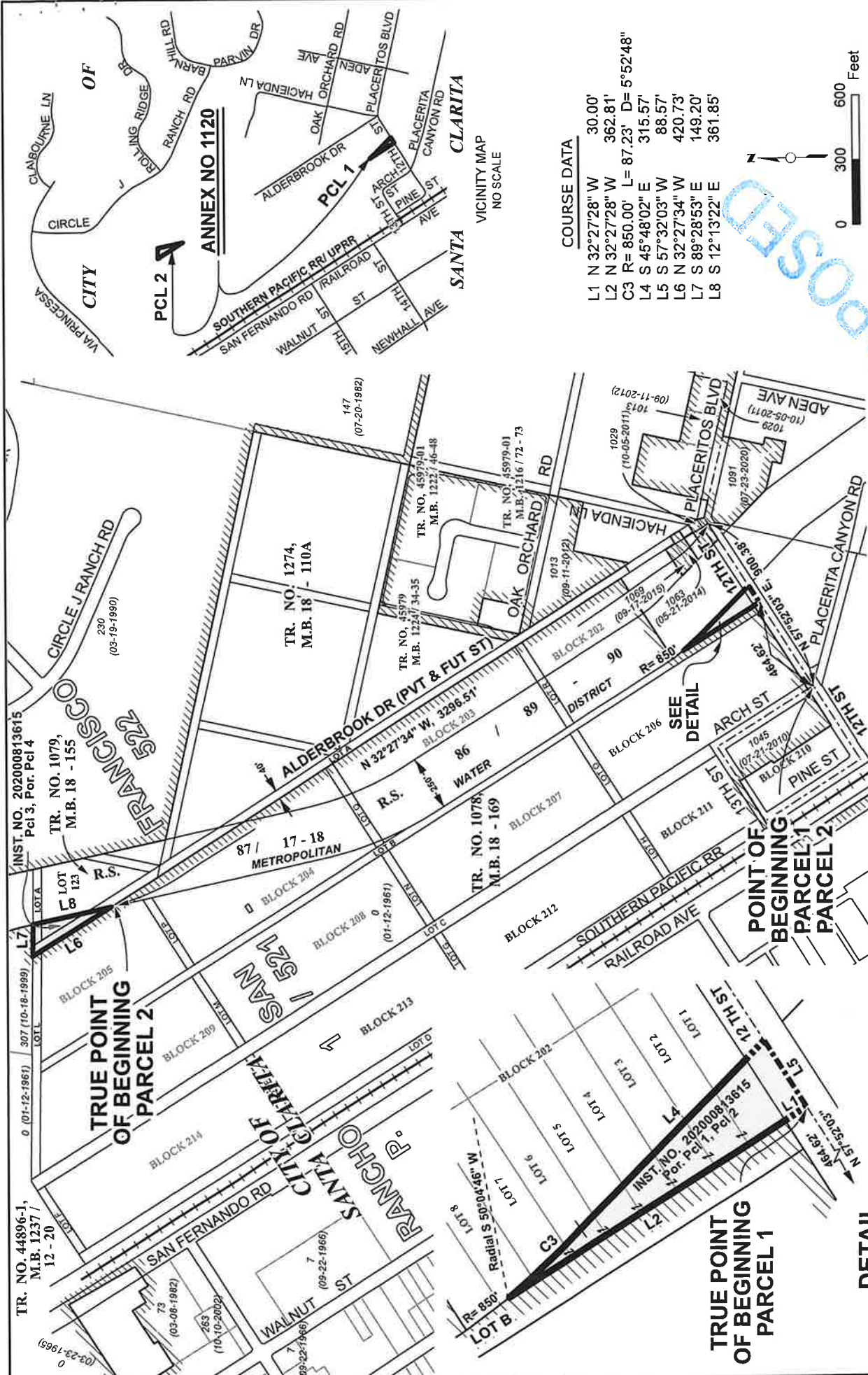
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000313470	0.0313 %	0.017337943	0.000005434	EXEMPT	0.000313470
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.017337943	0.000686041	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.017337943	0.000598807	EXEMPT	0.034537403
***067.35 STA CLRTA VLY SANIT DIS OF LA CO 0.000000000 0.0000 % 0.017337943 0.000000000 0.000000000 0.009656948							
TOTAL: 1.000000000 100.0000 % 0.017337943 -0.009656948 1.000000000							

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 00973
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1120 PROJECT NAME: ANNEXATION SCV-1120
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.225148704	22.5159 %	0.017337943	0.003903624	-0.003993306	0.221155398
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.000000000
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.163316280	16.3316 %	0.017337943	0.002831568	-0.002831568	0.160484712
007.31	L A C FIRE-FFW	0.005172597	0.5172 %	0.017337943	0.000089682	0.000000000	0.005172597
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001550946	0.1550 %	0.017337943	0.000026890	-0.000026890	0.001524056
030.70	LA CO FLOOD CONTROL MAINT	0.008777111	0.8777 %	0.017337943	0.000152177	-0.000152177	0.008624934
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017337943	0.000005595	-0.000005595	0.000317119
249.01	CITY-SANTA CLARITA TD #1	0.057345280	5.7345 %	0.017337943	0.000994249	-0.000994249	0.056351031
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020669334	2.0669 %	0.017337943	0.000358363	-0.000358363	0.020310971
249.56	CITY-SANTA CLARITA LIBRARY	0.021362543	2.1362 %	0.017337943	0.000370382	-0.000370382	0.020992161
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053317649	5.3317 %	0.017337943	0.000924418	-0.000924418	0.052393231
400.00	EDUCATIONAL REV AUGMENTATION FD	0.070472677	7.0472 %	0.017337943	0.001221851	EXEMPT	0.070472677
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001317252	0.1317 %	0.017337943	0.000022838	EXEMPT	0.001317252
400.21	CHILDREN'S INSTIL TUITION FUND	0.002614318	0.2614 %	0.017337943	0.000045326	EXEMPT	0.002614318
581.01	NEWHALL SCHOOL DISTRICT	0.077024880	7.7024 %	0.017337943	0.001335452	EXEMPT	0.077024880
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007385616	0.7385 %	0.017337943	0.000128051	EXEMPT	0.007385616
581.07	DEV.CTR. HDCEP.MINOR-NEWHALL	0.000813029	0.0813 %	0.017337943	0.000014096	EXEMPT	0.000813029
757.02	HART WILLIAM S UNION HIGH	0.075201637	7.5201 %	0.017337943	0.001303841	EXEMPT	0.075201637

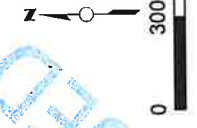
ANNEXATION NUMBER: SCV-1120 PROJECT NAME: ANNEXATION SCV-1120 TRA: 00973

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.06	CO.SCH.SERV.FD.- HART, WILLIAM S.	0.0000313470	0.0313 %	0.0173337943	0.0000005434	EXEMPT	0.0000313470
757.07	HART, WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.0173337943	0.0000686041	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.0173337943	0.0000598807	EXEMPT	0.034537403
***067.35	STA CLRITA VLY SANIT DIS OF LA CO	0.0000000000	0.0000 %	0.0173337943	0.0000000000	0.0000000000	0.009656948
TOTAL:		1.0000000000	100.0000 %		0.0173337943	-0.009656948	1.0000000000



COURSE DATA

L1	N 32°27'28" W	30.00'
L2	N 32°27'28" W	362.81'
C3	R= 850.00' L= 87.23' D= 5°52'48"	
L4	S 45°48'02" E	315.57'
L5	S 57°32'03" W	88.57'
L6	N 32°27'34" W	420.73'
L7	S 89°28'53" E	149.20'
L8	S 12°13'22" E	361.85'



ANNEX. NO.	ACRES
PARCEL 1	0.381
PARCEL 2	0.604
TOTAL	0.985

Annexation No. 1120 shown thus

Boundary of Santa Clarita Valley Sanitation District

Prior to Annexation No. 1120 shown thus

Prior Annexations shown thus

DETAIL
NO SCALE

"FOR TAX ASSESSMENT PURPOSES ONLY"

PARCEL 1 - APN 2834-021-134

PARCEL 2 - APN 2834-022-067

APN 2834-001-007

L.A. County Assessor Landbase, CAMIS Centrifuge, DFW City boundary, L.A. County Sanitation Districts, Annexation Layer and District Layer

SANTA CLARITA VALLEY
SANITATION DISTRICT
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 1120
TO
SANTA CLARITA VALLEY
SANITATION DISTRICT

Recorded:

PROPOSED

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ATTACHMENT 2

RESOLUTION NO. SCV-313

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS
ANGELES COUNTY, AND THE GOVERNING BODIES OF

Greater Los Angeles County Vector Control District

City of Santa Clarita

Santa Clarita Street Lighting Maintenance District No. 2

Santa Clarita Library

Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT.

"ANNEXATION NO. 1120"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1120*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1120* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2022 or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9751865 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 1120* as shown on the attached Worksheet.


3. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled *Annexation No. 1120*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, City of Santa Clarita, Santa Clarita Street Lighting Maintenance District No. 2, Santa Clarita Library, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER
AGENCY



SIGNATURE

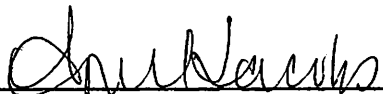
Gary Martin, President

PRINT NAME AND TITLE

November 1, 2022

Date

ATTEST:



Secretary

(SIGNED IN COUNTERPART)



ANNEXATION TO: STA CLRFTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 10289
 EFFECTIVE DATE: 07/01/2022
 ANNEXATION NUMBER: 1120 PROJECT NAME: A-SCV-1120
 DISTRICT SHARE: 0.017508354

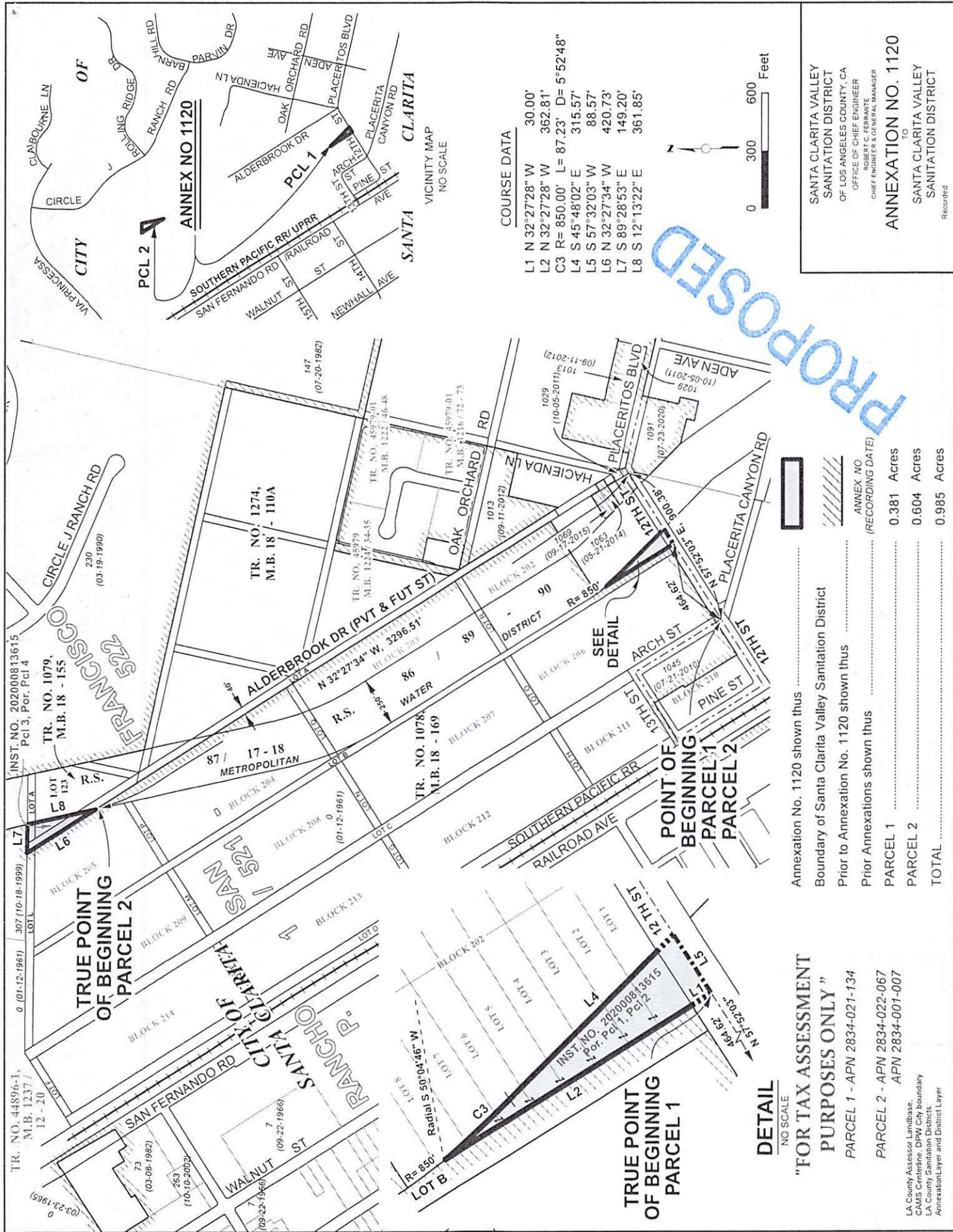
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.225148704	22.5159 %	0.017508354	0.003941994	-0.004032557	0.221116147
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000000000	0.0000 %	0.017508354	0.000000000	0.000000000	0.000000000
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.163316280	16.3316 %	0.017508354	0.002859399	-0.002859399	0.160456881
007.31	L A C FIRE-FFW	0.005172597	0.5172 %	0.017508354	0.000090563	0.000000000	0.005172597
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001550946	0.1550 %	0.017508354	0.000027154	-0.000027154	0.001523792
030.70	LA CO FLOOD CONTROL MAINT	0.008777111	0.8777 %	0.017508354	0.000153672	-0.000153672	0.008623439
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017508354	0.000005650	-0.000005650	0.000317064
249.01	CITY-SANTA CLARITA NEWHALL RP	0.057345280	5.7345 %	0.017508354	0.001004021	-0.001004021	0.056341259
249.32	STA CLRFTA STREET LIGHT MAINT #2	0.020669334	2.0669 %	0.017508354	0.000361886	-0.000361886	0.020307448
249.56	CITY-SANTA CLARITA LIBRARY	0.021362543	2.1362 %	0.017508354	0.000374022	-0.000374022	0.020988521
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053317649	5.3317 %	0.017508354	0.000933504	-0.000933504	0.052384145
400.00	EDUCATIONAL REV AUGMENTATION FD	0.070472677	7.0472 %	0.017508354	0.001233860	EXEMPT	0.070472677
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017508354	0.002342053	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001317252	0.1317 %	0.017508354	0.000023062	EXEMPT	0.001317252
400.21	CHILDREN'S INSTIL TUITION FUND	0.002614318	0.2614 %	0.017508354	0.000045772	EXEMPT	0.002614318
581.01	NEWHALL SCHOOL DISTRICT	0.077024880	7.7024 %	0.017508354	0.001348578	EXEMPT	0.077024880
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007385616	0.7385 %	0.017508354	0.000129309	EXEMPT	0.007385616
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000813029	0.0813 %	0.017508354	0.000014234	EXEMPT	0.000813029
757.02	HART WILLIAM S UNION HIGH	0.075201637	7.5201 %	0.017508354	0.001316656	EXEMPT	0.075201637

ANNEXATION NUMBER: 1120 PROJECT NAME: A-SCV-1120 TRA: 10289

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000313470	0.0313 %	0.017508354	0.000005488	EXEMPT	0.000313470
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.017508354	0.000692784	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.017508354	0.000604693	EXEMPT	0.034537403
***067.35 STA CLRTA VLY SANIT DIS OF LA CO							
		0.000000000	0.0000 %	0.017508354	0.000000000	0.000000000	0.009751865
TOTAL:		1.000000000	100.0000 %		0.017508354	-0.009751865	1.000000000

ANNEXATION NUMBER: 1120 PROJECT NAME: A-SCV-1120 TRA: 10289

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.06	CO. SCH. SERV. FD. - HART, WILLIAM S.	0.000313470	0.0313 %	0.017508354	0.000005488	EXEMPT	0.000313470
757.07	HART, WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.017508354	0.000692784	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.017508354	0.000604693	EXEMPT	0.034537403
***067.35	STA CLRTA VLY SANIT DIS OF LA CO	0.000000000	0.0000 %	0.017508354	0.000000000	0.000000000	0.009751865
TOTAL:		1.000000000	100.0000 %		0.017508354	-0.009751865	1.000000000



COURSE DATA

L1	N 32°27'28" W	30.00'
L2	N 32°27'28" W	362.81'
C3	R= 850.00'	L= 87.23' D= 5°52'48"
L4	S 45°48'02" E	315.57'
L5	S 57°32'03" W	88.57'
L6	N 32°27'34" W	420.73'
L7	S 89°28'53" E	149.20'
L8	S 12°13'22" E	361.85'

PROPOSED

SANTA CLARITA VALLEY
SANITATION DISTRICT
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 1120
TO
SANTA CLARITA VALLEY
SANITATION DISTRICT

Recorded

DETAIL
NO SCALE

"FOR TAX ASSESSMENT PURPOSES ONLY"

PARCEL 1 - APN 2834-021-134
PARCEL 2 - APN 2834-022-067
APN 2834-001-007

LA County Assessor Landbase,
CAMS Centrefine, DPW City boundary
LA County Sanitation Districts,
Annexation Layer and District Layer

Annexation No. 1120 shown thus	.....	0.381	Acres
Boundary of Santa Clarita Valley Sanitation District	.....	0.604	Acres
Prior to Annexation No. 1120 shown thus	.....	0.985	Acres
Prior Annexations shown thus	.....	
PARCEL 1	.....	0.381	Acres
PARCEL 2	.....	0.604	Acres
TOTAL	.....	0.985	Acres

INST. NO. 202000813615
Pcl 3, Por. Pcl 4

TR. NO. 1079,
M.B. 18 - 155

TR. NO. 1274,
M.B. 18' - 110A

TR. NO. 1078,
M.B. 18 - 169

INST. NO. 202000813615
Por. Pcl 1, Pcl 2

TRUE POINT OF BEGINNING OF PARCEL 1

TRUE POINT OF BEGINNING OF PARCEL 2

POINT OF BEGINNING PARCEL 1
PARCEL 2

SEE DETAIL


NO SCALE



BOARD MEMORANDUM

DATE: April 6, 2024

TO: Board of Directors

FROM: April Jacobs
Board Secretary 

SUBJECT: Approve Adopting a Revised Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1133 and Rescind Resolution No. SCV-383

SUMMARY

The County Sanitation Districts of Los Angeles County is requesting the Agency adopt a revised resolution approving and accepting of a negotiated exchange of property tax revenues resulting from annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1133 (Attachment 1). Due to the correction in the resolution, Resolution No. SCV-383 originally adopted by the SCV Water Board of Directors on September 19, 2023 (Attachment 2) will need to be rescinded.

DISCUSSION

The Los Angeles County Sanitation District is requesting that the Santa Clarita Valley Water Agency adopt the attached revised resolution due to the initial Tax Sharing Resolution only listing one tax rate area in the initial resolution when there should have been five total tax rate areas listed. The error has been corrected and is reflected on the attached resolution (Attachment 1). Resolution No. SCV-383 (Attachment 2) would then become void and would be rescinded.

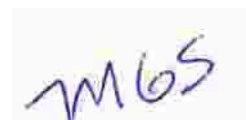
The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided in an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01).

Finance staff has reviewed the additional tax rate areas and has not identified any concerns.

RECOMMENDATION

That the Board of Directors adopt the attached revised Negotiated Tax Exchange Resolution (Attachment 1) resulting from annexation to the Santa Clarita Valley Sanitation District Annexation No. SCV-1133 with the corrected changes and rescind Resolution No. SCV-383 (Attachment 2).

AMJ



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ATTACHMENT 1



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400

Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998

(562) 699-7411 • www.lacsd.org

February 15, 2024

General Annexation File

Ms. April Jacobs, Board Secretary
Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Dear Ms. Jacobs:

CORRECTED
Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your agency and others. The applicant has requested, in writing, annexation of his property into the Santa Clarita Valley Sanitation District (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your agency will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your agency would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.

Type of Project

SCV-1133

one existing private school, seven existing single-family homes, and four proposed single-family homes

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your agency, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

Ms. April Jacobs

2

February 15, 2024

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your agency. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,



Shirly Wang
Customer Service Specialist
Facilities Planning Department

SW:sw

Enclosures: SCV-1133

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

- Los Angeles County General Fund
- Los Angeles County Consolidated Fire Protection District
- Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

- Greater Los Angeles County Vector Control District
- City of Santa Clarita
- Santa Clarita Street Lighting Maintenance District No. 2
- Santa Clarita Library
- Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT.

"ANNEXATION NO. 1133"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1133*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1133* is approved and accepted.
2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9646325 percent of the annual tax increment attributable to the land area encompassed within Annexation *No. 1133* for Tax Rate Area 00218 as shown on the attached Worksheet.
3. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley

Sanitation District a total of 0.9648104 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 1133 for Tax Rate Area 12618 as shown on the attached Worksheet.

4. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9656948 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 1133 for Tax Rate Area 15402 as shown on the attached Worksheet.

5. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9656948 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 1133 for Tax Rate Area 15410 as shown on the attached Worksheet.

6. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9646325 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 1133 for Tax Rate Area 16353 as shown on the attached Worksheet.

7. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled Annexation No. 1133.

8. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

9. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, City of Santa Clarita, Santa Clarita Street Lighting Maintenance District No. 2, Santa Clarita Library, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER
AGENCY

SIGNATURE

ATTEST:

PRINT NAME AND TITLE

Secretary

Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 00218
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217629174	21.7640 %	0.017337943	0.003773251	-0.003860073	0.213769101
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000007622	0.0007 %	0.017337943	0.000000132	0.000000000	0.000007622
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169741106	16.9741 %	0.017337943	0.002942961	-0.002942961	0.166798145
007.31	L A C FIRE-FFW	0.005000073	0.5000 %	0.017337943	0.000086690	0.000000000	0.005000073
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001546002	0.1546 %	0.017337943	0.000026804	-0.000026804	0.001519198
030.70	LA CO FLOOD CONTROL MAINT	0.008748966	0.8748 %	0.017337943	0.000151689	-0.000151689	0.008597277
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017337943	0.000005595	-0.000005595	0.000317119
249.01	CITY-SANTA CLARITA TD #1	0.057345280	5.7345 %	0.017337943	0.000994249	-0.000994249	0.056351031
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020625135	2.0625 %	0.017337943	0.000357597	-0.000357597	0.020267538
249.56	CITY-SANTA CLARITA LIBRARY	0.021308407	2.1308 %	0.017337943	0.000369443	-0.000369443	0.020938964
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053176438	5.3176 %	0.017337943	0.000921970	-0.000921970	0.052254468
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000919628	0.0919 %	0.017337943	0.000015944	-0.000015944	0.000903684
400.00	EDUCATIONAL REV AUGMENTATION FD	0.071561535	7.1561 %	0.017337943	0.001240729	EXEMPT	0.071561535
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001314648	0.1314 %	0.017337943	0.000022793	EXEMPT	0.001314648
400.21	CHILDREN'S INSTILL TUITION FUND	0.002609147	0.2609 %	0.017337943	0.000045237	EXEMPT	0.002609147
581.01	NEWHALL SCHOOL DISTRICT	0.076871219	7.6871 %	0.017337943	0.001332788	EXEMPT	0.076871219
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007370853	0.7370 %	0.017337943	0.000127795	EXEMPT	0.007370853
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000811459	0.0811 %	0.017337943	0.000014069	EXEMPT	0.000811459

ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133 TRA: 00218

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.075051655	7.5051 %	0.017337943	0.001301241	EXEMPT	0.075051655
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.0000312840	0.0312 %	0.017337943	0.0000005424	EXEMPT	0.0000312840
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039489839	3.9489 %	0.017337943	0.0000684672	EXEMPT	0.039489839
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034468475	3.4468 %	0.017337943	0.0000597612	EXEMPT	0.034468475
***067.35 STA CLRTA VLY SANIT DIS OF LA CO 0.0000000000 0.0000 % 0.017337943 0.0000000000 0.0000000000 0.009646325							
TOTAL:		1.0000000000	100.0000 %		0.017337943	-0.009646325	1.0000000000

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 12618
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1133
 PROJECT NAME: ANNEXATION SCV-1133
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217752954	21.7766 %	0.017337943	0.003775398	-0.003862298	0.213890656
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000007559	0.0007 %	0.017337943	0.000000131	0.000000000	0.000007559
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169689928	16.9689 %	0.017337943	0.002942074	-0.002942074	0.166747854
007.31	L A C FIRE-FFW	0.005004597	0.5004 %	0.017337943	0.000086769	0.000000000	0.005004597
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001546323	0.1546 %	0.017337943	0.000026810	-0.000026810	0.001519513
030.70	LA CO FLOOD CONTROL MAINT	0.008750800	0.8750 %	0.017337943	0.000151720	-0.000151720	0.008599080
061.80	GREATER L A CO VECTOR CONTROL	0.000322609	0.0322 %	0.017337943	0.000005593	-0.000005593	0.000317016
249.01	CITY-SANTA CLARITA TD #1	0.057326533	5.7326 %	0.017337943	0.000993924	-0.000993924	0.056332609
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020625763	2.0625 %	0.017337943	0.000357608	-0.000357608	0.020268155
249.56	CITY-SANTA CLARITA LIBRARY	0.021310469	2.1310 %	0.017337943	0.000369479	-0.000369479	0.020940990
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053190667	5.3190 %	0.017337943	0.000922216	-0.000922216	0.052268451
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000944886	0.0944 %	0.017337943	0.000016382	-0.000016382	0.000928504
400.00	EDUCATIONAL REV AUGMENTATION FD	0.071379412	7.1379 %	0.017337943	0.001237572	EXEMPT	0.071379412
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001315083	0.1315 %	0.017337943	0.000022800	EXEMPT	0.001315083
400.21	CHILDREN'S INSTIL TUITION FUND	0.002610011	0.2610 %	0.017337943	0.000045252	EXEMPT	0.002610011
581.01	NEWHALL SCHOOL DISTRICT	0.076896896	7.6896 %	0.017337943	0.001333233	EXEMPT	0.076896896
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007373320	0.7373 %	0.017337943	0.000127838	EXEMPT	0.007373320
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000811721	0.0811 %	0.017337943	0.000014073	EXEMPT	0.000811721

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133 TRA: 12618							
757.02	HART WILLIAM S UNION HIGH	0.075076717	7.5076 %	0.017337943	0.001301675	EXEMPT	0.075076717
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000312946	0.0312 %	0.017337943	0.000005425	EXEMPT	0.000312946
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039503029	3.9503 %	0.017337943	0.000684901	EXEMPT	0.039503029
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034479992	3.4479 %	0.017337943	0.000597812	EXEMPT	0.034479992
***067.35	STA CLRITA VLY SANIT DIS OF LA CO	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.009648104
TOTAL:		1.000000000	100.0000 %	0.017337943	0.017337943	-0.009648104	1.000000000

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 15402
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1133
 PROJECT NAME: ANNEXATION SCV-1133
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217985159	21.7996 %	0.017337943	0.003779425	-0.003866415	0.214118744
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.000000000
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169934902	16.9934 %	0.017337943	0.002946321	-0.002946321	0.166988581
007.31	L A C FIRE-FFW	0.005017358	0.5017 %	0.017337943	0.000086990	0.000000000	0.005017358
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001548187	0.1548 %	0.017337943	0.000026842	-0.000026842	0.001521345
030.70	LA CO FLOOD CONTROL MAINT	0.008761499	0.8761 %	0.017337943	0.000151906	-0.000151906	0.008609593
061.80	GREATER L A CO VECTOR CONTROL	0.000322140	0.0322 %	0.017337943	0.000005585	-0.000005585	0.000316555
249.01	CITY-SANTA CLARITA TD #1	0.057243280	5.7243 %	0.017337943	0.000992480	-0.000992480	0.056250800
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020632570	2.0632 %	0.017337943	0.000357726	-0.000357726	0.020274844
249.56	CITY-SANTA CLARITA LIBRARY	0.021324546	2.1324 %	0.017337943	0.000369723	-0.000369723	0.020954823
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053222813	5.3222 %	0.017337943	0.000922774	-0.000922774	0.052300039
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000990704	0.0990 %	0.017337943	0.000017176	-0.000017176	0.000973528
400.00	EDUCATIONAL REV AUGMENTATION FD	0.070472677	7.0472 %	0.017337943	0.001221851	EXEMPT	0.070472677
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001317252	0.1317 %	0.017337943	0.000022838	EXEMPT	0.001317252
400.21	CHILDREN'S INSTIL TUITION FUND	0.002614318	0.2614 %	0.017337943	0.000045326	EXEMPT	0.002614318
581.01	NEWHALL SCHOOL DISTRICT	0.077024880	7.7024 %	0.017337943	0.001335452	EXEMPT	0.077024880
581.06	CO.SCH.SERV.FD. - NEWHALL	0.007385616	0.7385 %	0.017337943	0.000128051	EXEMPT	0.007385616
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000813029	0.0813 %	0.017337943	0.0000014096	EXEMPT	0.000813029

FISCAL YEAR 2023-2024

ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133 TRA: 15402

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.075201637	7.5201 %	0.017337943	0.001303841	EXEMPT	0.075201637
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.0000313470	0.0313 %	0.017337943	0.0000005434	EXEMPT	0.000313470
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.017337943	0.000686041	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.017337943	0.000598807	EXEMPT	0.034537403
***067.35	STA CLRTA VLY SANIT' DIS OF IA CO	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.009656948
TOTAL:		1.000000000	100.0000 %		0.017337943	-0.009656948	1.000000000

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 15410
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217985159	21.7996 %	0.017337943	0.003779425	-0.003866415	0.214118744
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.000000000
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169934902	16.9934 %	0.017337943	0.002946321	-0.002946321	0.166988581
007.31	L A C FIRE-FFW	0.005017358	0.5017 %	0.017337943	0.000086990	0.000000000	0.005017358
030.10	L.A.CO.PL.CON.DR.IMP.DIST.MAINT.	0.001548187	0.1548 %	0.017337943	0.000026842	-0.000026842	0.001521345
030.70	LA CO FLOOD CONTROL MAINT	0.008761499	0.8761 %	0.017337943	0.000151906	-0.000151906	0.008609593
061.80	GREATER L A CO VECTOR CONTROL	0.000322140	0.0322 %	0.017337943	0.000005585	-0.000005585	0.000316555
249.01	CITY-SANTA CLARITA TD #1	0.057243280	5.7243 %	0.017337943	0.000992480	-0.000992480	0.056250800
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020632570	2.0632 %	0.017337943	0.000357726	-0.000357726	0.020274844
249.56	CITY-SANTA CLARITA LIBRARY	0.021324546	2.1324 %	0.017337943	0.000369723	-0.000369723	0.020954823
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053222813	5.3222 %	0.017337943	0.000922774	-0.000922774	0.052300039
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000990704	0.0990 %	0.017337943	0.000017176	-0.000017176	0.000973528
400.00	EDUCATIONAL REV AUGMENTATION FD	0.070472677	7.0472 %	0.017337943	0.001221851	EXEMPT	0.070472677
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001317252	0.1317 %	0.017337943	0.000022838	EXEMPT	0.001317252
400.21	CHILDREN'S INSTIL TUITION FUND	0.002614318	0.2614 %	0.017337943	0.000045326	EXEMPT	0.002614318
581.01	NEWHALL SCHOOL DISTRICT	0.077024880	7.7024 %	0.017337943	0.001335452	EXEMPT	0.077024880
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007385616	0.7385 %	0.017337943	0.000128051	EXEMPT	0.007385616
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000813029	0.0813 %	0.017337943	0.000014096	EXEMPT	0.000813029

ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133 TRA: 15410

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.075201637	7.5201 %	0.017337943	0.001303841	EXEMPT	0.075201637
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000313470	0.0313 %	0.017337943	0.000005434	EXEMPT	0.000313470
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039568775	3.9568 %	0.017337943	0.000686041	EXEMPT	0.039568775
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034537403	3.4537 %	0.017337943	0.000598807	EXEMPT	0.034537403
***067.35 STA CLRTA VLY SANIT DIS OF LA CO 0.000000000 0.0000 % 0.017337943 0.000000000 0.000000000 0.000000000 0.009656948							
TOTAL:		1.000000000	100.0000 %		0.017337943	-0.009656948	1.000000000

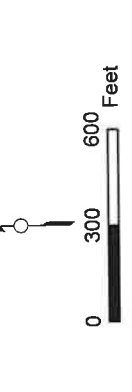
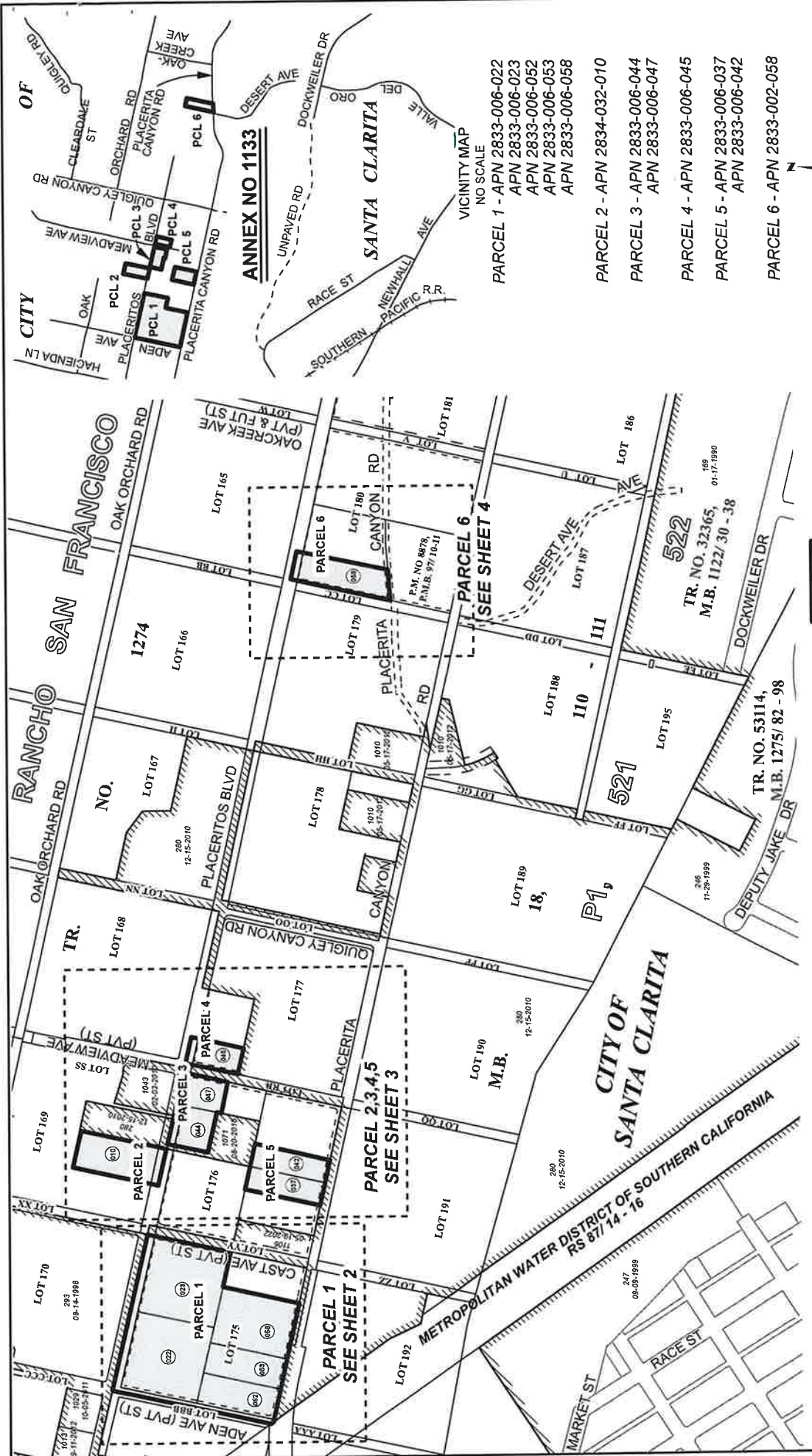
ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 16353
 EFFECTIVE DATE: 07/01/2024
 ANNEXATION NUMBER: SCV-1133
 PROJECT NAME: ANNEXATION SCV-1133
 DISTRICT SHARE: 0.017337943

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217629174	21.7640 %	0.017337943	0.003773251	-0.003860073	0.213769101
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000007622	0.0007 %	0.017337943	0.000000132	0.000000000	0.000007622
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169741106	16.9741 %	0.017337943	0.002942961	-0.002942961	0.166798145
007.31	L A C FIRE-FFW	0.005000073	0.5000 %	0.017337943	0.000086690	0.000000000	0.005000073
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001546002	0.1546 %	0.017337943	0.000026804	-0.000026804	0.001519198
030.70	LA CO FLOOD CONTROL MAINT	0.008748966	0.8748 %	0.017337943	0.000151689	-0.000151689	0.008597277
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017337943	0.000005595	-0.000005595	0.000317119
249.01	CITY-SANTA CLARITA TD #1	0.057345280	5.7345 %	0.017337943	0.000994249	-0.000994249	0.056351031
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020625135	2.0625 %	0.017337943	0.000357597	-0.000357597	0.020267538
249.56	CITY-SANTA CLARITA LIBRARY	0.021308407	2.1308 %	0.017337943	0.000369443	-0.000369443	0.020938964
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053176438	5.3176 %	0.017337943	0.000921970	-0.000921970	0.052254468
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000919628	0.0919 %	0.017337943	0.000015944	-0.000015944	0.000903684
400.00	EDUCATIONAL REV AUGMENTATION FD	0.071561535	7.1561 %	0.017337943	0.001240729	EXEMPT	0.071561535
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017337943	0.002319258	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001314648	0.1314 %	0.017337943	0.000022793	EXEMPT	0.001314648
400.21	CHILDREN'S INSTIL TUITION FUND	0.002609147	0.2609 %	0.017337943	0.000045237	EXEMPT	0.002609147
581.01	NEWHALL SCHOOL DISTRICT	0.076871219	7.6871 %	0.017337943	0.001332788	EXEMPT	0.076871219
581.06	CO.SCH.SERV.FD. - NEWHALL	0.007370853	0.7370 %	0.017337943	0.000127795	EXEMPT	0.007370853
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000811459	0.0811 %	0.017337943	0.000014069	EXEMPT	0.000811459

FISCAL YEAR 2023-2024

ANNEXATION NUMBER: SCV-1133 PROJECT NAME: ANNEXATION SCV-1133 TRA: 16353

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.075051655	7.5051 %	0.017337943	0.001301241	EXEMPT	0.075051655
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000312840	0.0312 %	0.017337943	0.000005424	EXEMPT	0.000312840
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039489839	3.9489 %	0.017337943	0.000684672	EXEMPT	0.039489839
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034468475	3.4468 %	0.017337943	0.000597612	EXEMPT	0.034468475
***067.35	STA CLRITA VLY SANIT DIS OF LA CO	0.000000000	0.0000 %	0.017337943	0.000000000	0.000000000	0.009646325
TOTAL:		1.000000000	100.0000 %		0.017337943	-0.009646325	1.000000000



SANTA CLARITA VALLEY
SANITATION DISTRICT
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT F. FURMAN
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 1133

SANTA CLARITA VALLEY
SANITATION DISTRICT

Recorded:

Annexation No. 1133 shown thus

Boundary of Santa Clarita Valley Sanitation District

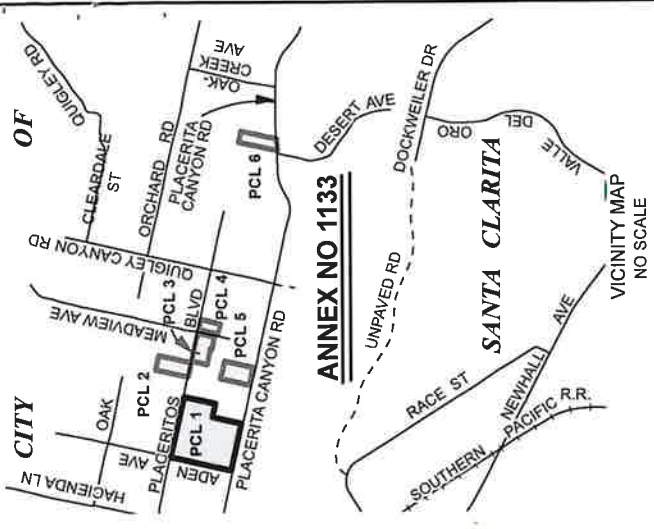
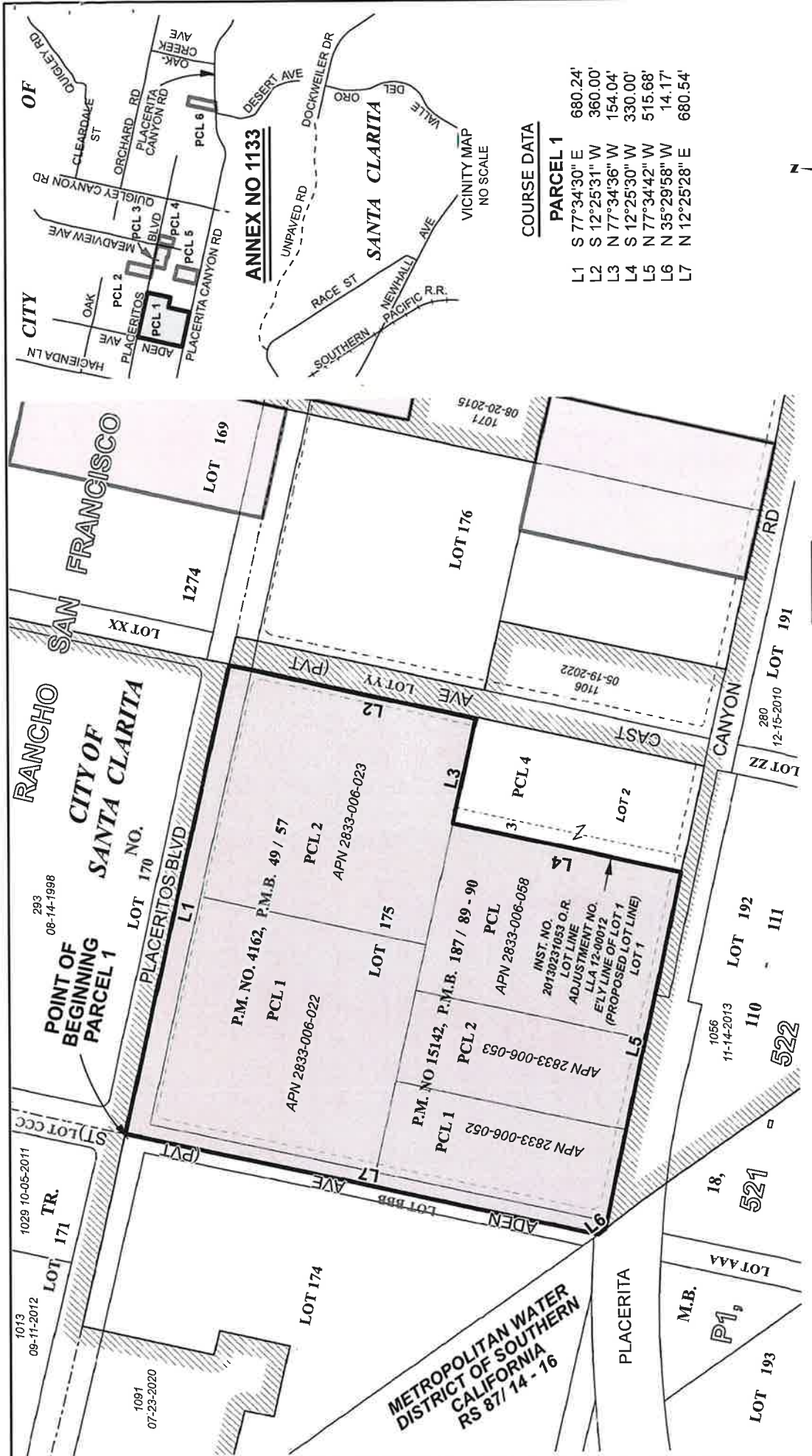
Prior to Annexation No. 1133 shown thus

Prior Annexations shown thus

PARCEL	ANNEX. NO. (RECORDING DATE)	ACRES
PARCEL 1		9.607
PARCEL 2		1.281
PARCEL 3		1.295
PARCEL 4		0.598
PARCEL 5		1.508
PARCEL 6		1.166
TOTAL		15.455

**"FOR TAX ASSESSMENT
PURPOSES ONLY"**

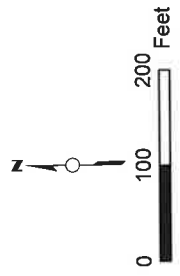
LA County Assessor Landbase,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts:
Annexation Layer and District Layer



COURSE DATA

PARCEL 1

L1	S 77°34'30" E	680.24'
L2	S 12°25'31" W	360.00'
L3	N 77°34'36" W	154.04'
L4	S 12°25'30" W	330.00'
L5	N 77°34'42" W	515.68'
L6	N 35°29'58" W	14.17'
L7	N 12°25'28" E	680.54'



Annexation No. 1133 shown thus

Boundary of Santa Clarita Valley Sanitation District

Prior to Annexation No. 1133 shown thus

Prior Annexations shown thus

ANNEX. NO. (RECORDING DATE)	ACRES
PARCEL 1	9.607 Acres
PARCEL 2	1.281 Acres
PARCEL 3	1.295 Acres
PARCEL 4	0.598 Acres
PARCEL 5	1.508 Acres
PARCEL 6	1.166 Acres
TOTAL	15.455 Acres

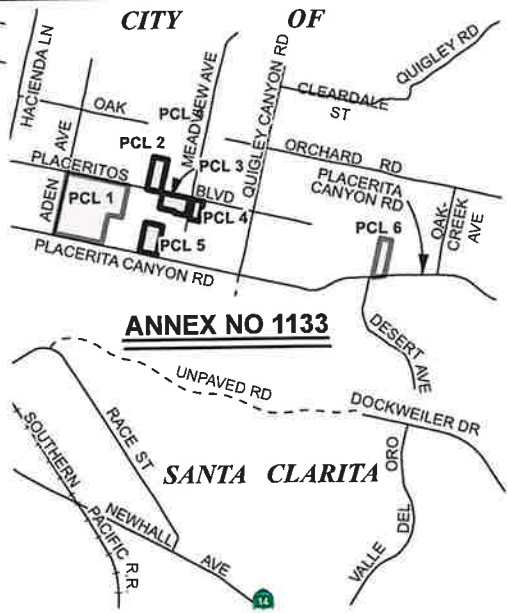
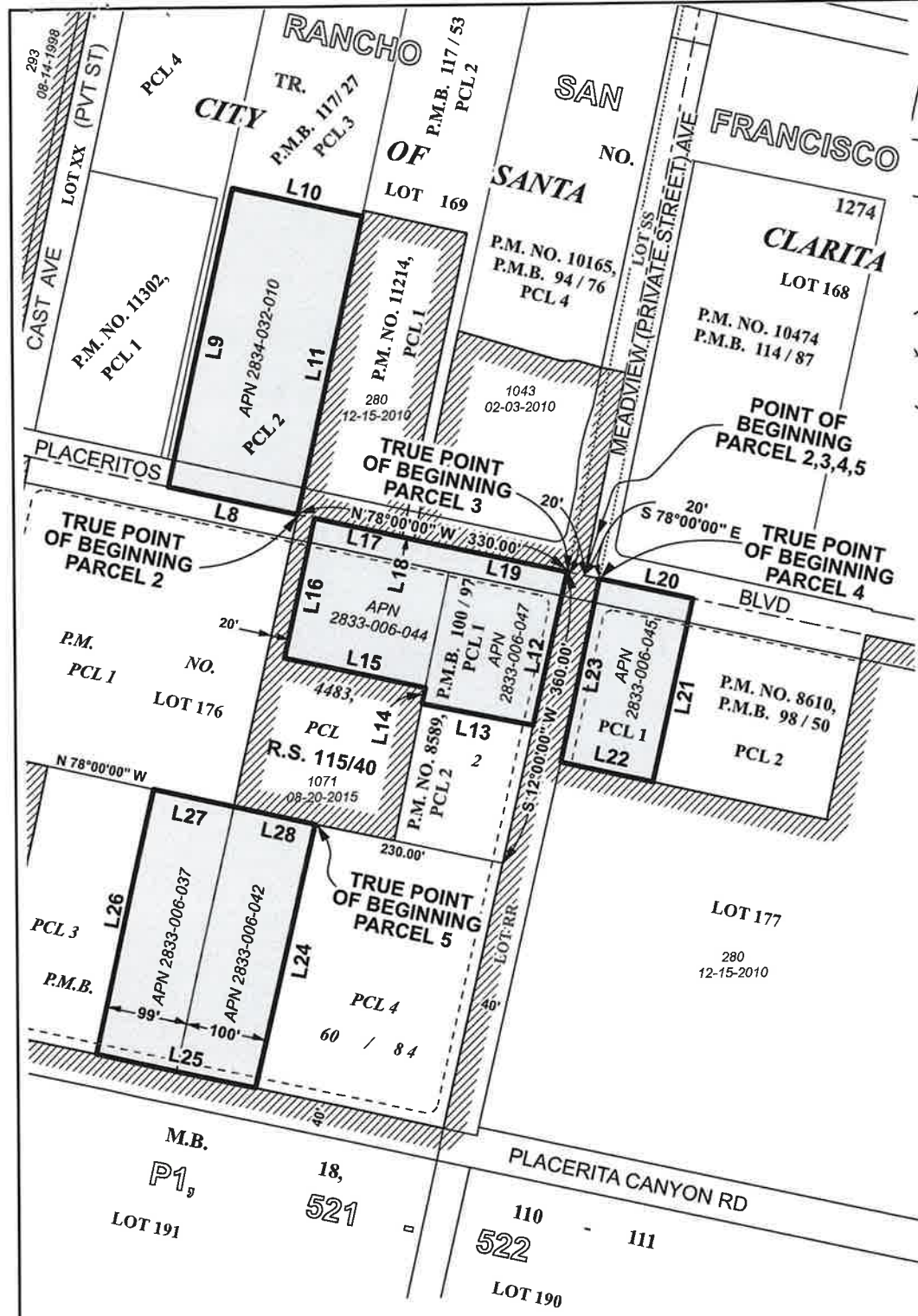
**"FOR TAX ASSESSMENT
PURPOSES ONLY"**

SANTA CLARITA VALLEY
SANITATION DISTRICT
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 1133
TO
SANTA CLARITA VALLEY
SANITATION DISTRICT

Recorded:

LA County Assessor, Landbase,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts,
Annexation/Layer and District Layer

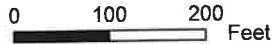


VICINITY MAP
NO SCALE

COURSE DATA

Parcel	Course	Distance
PARCEL 2	L8	N 78°00'00" W 155.00'
	L9	N 12°00'00" E 360.00'
	L10	S 78°00'00" E 155.00'
	L11	S 12°00'00" W 360.00'
	L12	S 12°00'00" W 195.00'
PARCEL 3	L13	N 78°00'00" W 135.00'
	L14	N 12°00'00" E 23.00'
	L15	N 78°00'00" W 175.00'
	L16	N 12°00'00" E 172.00'
	L17	S 78°00'00" E 110.00'
	L18	S 78°00'00" E 15.00'
	L19	S 78°00'00" E 185.00'
PARCEL 4	L20	S 78°00'00" E 114.50'
	L21	S 12°00'00" W 227.50'
	L22	N 78°00'00" W 114.50'
	L23	N 12°00'00" E 227.50'
PARCEL 5	L24	S 12°00'00" W 330.00'
	L25	N 78°00'00" W 199.00'
	L26	N 12°00'00" E 330.00'
	L27	S 78°00'00" E 99.00'
	L28	S 78°00'00" E 100.00'

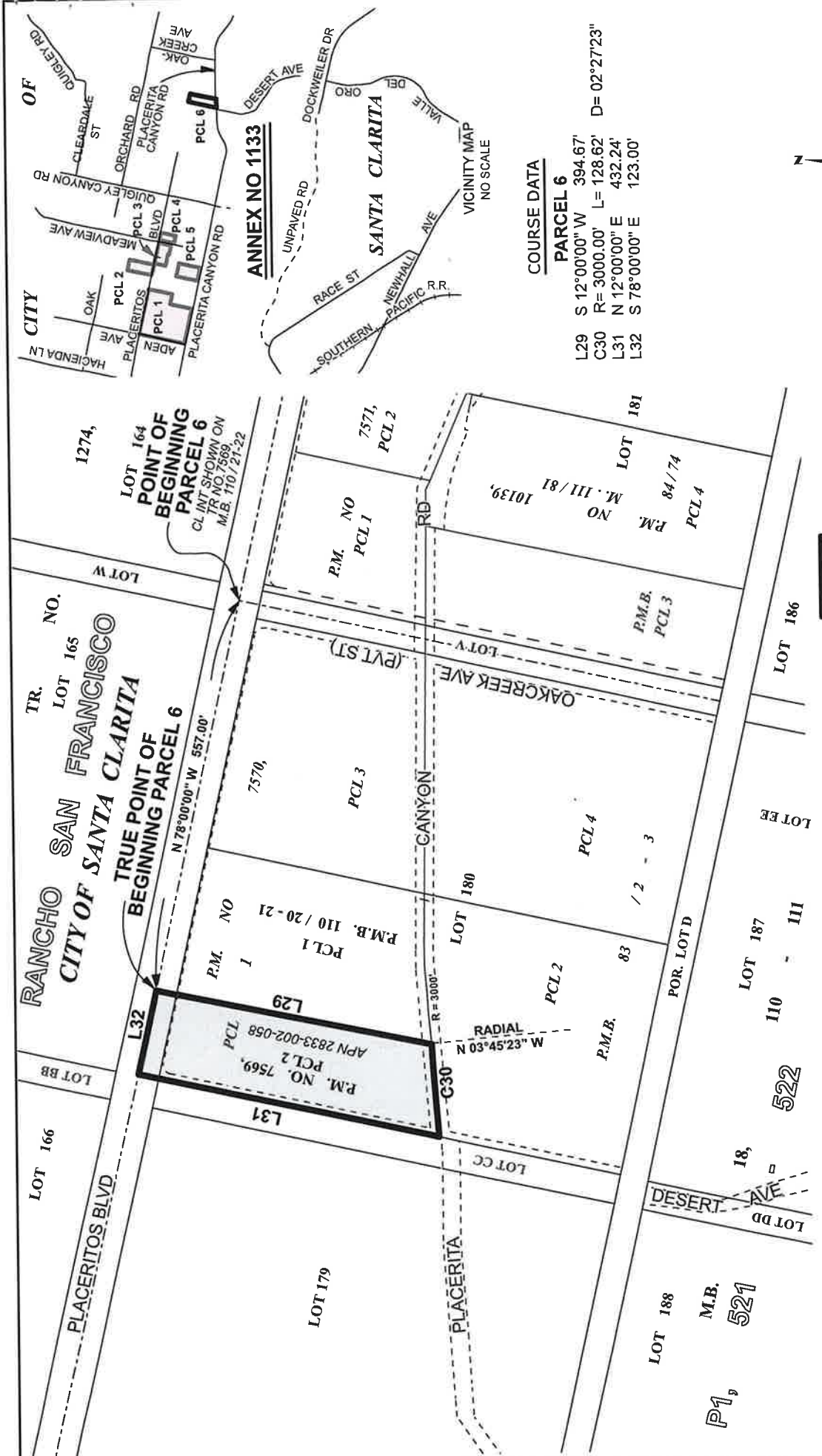
"FOR TAX ASSESSMENT PURPOSES ONLY"



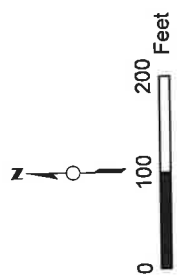
Annexation No. 1133 shown thus	
Boundary of Santa Clarita Valley Sanitation District Prior to Annexation No. 1133 shown thus	
Prior Annexations shown thus	
PARCEL 1	ANNEX. NO. (RECORDING DATE) 9.607 Acres
PARCEL 2	1.281 Acres
PARCEL 3	1.295 Acres
PARCEL 4	0.598 Acres
PARCEL 5	1.508 Acres
PARCEL 6	1.166 Acres
TOTAL	15.455 Acres

SANTA CLARITA VALLEY
SANITATION DISTRICT
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER
ANNEXATION NO. 1133
TO
SANTA CLARITA VALLEY
SANITATION DISTRICT
Recorded:

SHEET 3 OF 4
LA County Assessor Landbase 2023,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts:
Annexation Layer and District Layer



COURSE DATA
PARCEL 6
 L29 S 12°00'00" W 394.67'
 C30 R= 3000.00' L= 128.62' D= 02°27'23"
 L31 N 12°00'00" E 432.24'
 L32 S 78°00'00" E 123.00'



ANNEX NO. (RECORDING DATE)	ACRES
Annexation No. 1133 shown thus	9.607 Acres
Boundary of Santa Clarita Valley Sanitation District	1.281 Acres
Prior to Annexation No. 1133 shown thus	1.295 Acres
Prior Annexations shown thus	0.598 Acres
PARCEL 1	1.508 Acres
PARCEL 2	1.166 Acres
PARCEL 3	15.455 Acres
PARCEL 4	
PARCEL 5	
PARCEL 6	
TOTAL	

**"FOR TAX ASSESSMENT
 PURPOSES ONLY"**

SANTA CLARITA VALLEY
 SANITATION DISTRICT
 OF LOS ANGELES COUNTY, CA
 OFFICE OF CHIEF ENGINEER
 ROBERT C. FERRANTE
 CHIEF ENGINEER & GENERAL MANAGER
ANNEXATION NO. 1133
 TO
 SANTA CLARITA VALLEY
 SANITATION DISTRICT
 Recorded:

LA County Assessor Landbase,
 CAMS Centerline, DPW City boundary
 LA County Sanitation Districts:
 Annexation Layer and District Layer

ATTACHMENT 2

RESOLUTION NO. SCV-383

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS
ANGELES COUNTY, AND THE GOVERNING BODIES OF

Greater Los Angeles County Vector Control District

City of Santa Clarita

Santa Clarita Street Lighting Maintenance District No. 2

Santa Clarita Library

Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT.

"ANNEXATION NO. 1133"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1133*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1133* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9667462 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 1133* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled *Annexation No. 1133*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

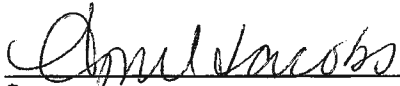
The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, City of Santa Clarita, Santa Clarita Street Lighting Maintenance District No. 2, Santa Clarita Library, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER
AGENCY


SIGNATURE

Gary Martin, President
PRINT NAME AND TITLE

ATTEST:


Secretary

September 19, 2023
Date



(SIGNED IN COUNTERPART)

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO
 ACCOUNT NUMBER: 067.35
 TRA: 16353
 EFFECTIVE DATE: 07/01/2023
 ANNEXATION NUMBER: 1133 PROJECT NAME: A-SCV-1133
 DISTRICT SHARE: 0.017375930

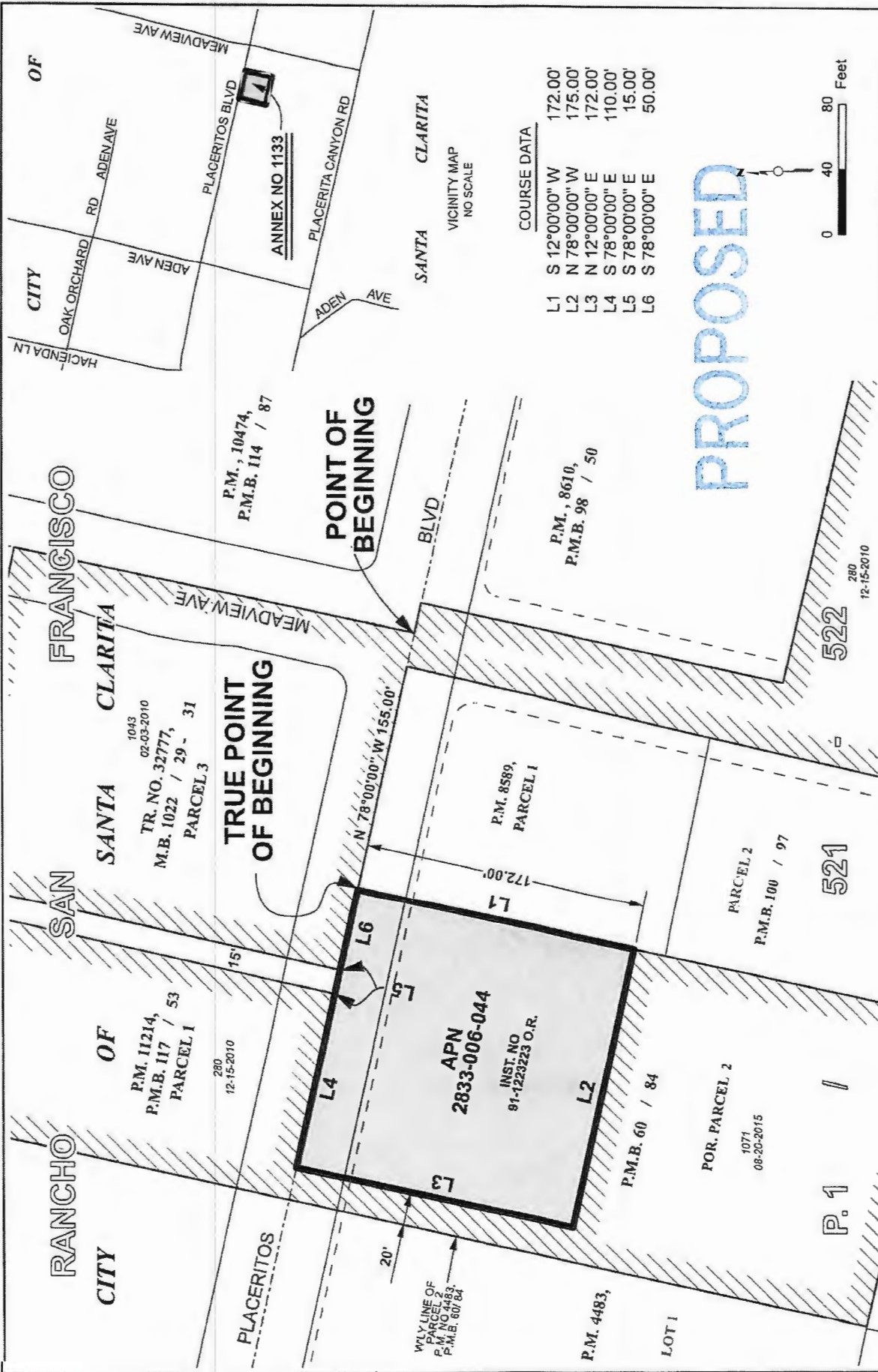
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217629174	21.7640 %	0.017375930	0.003781521	-0.003868533	0.213760641
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007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.169741106	16.9741 %	0.017375930	0.002949409	-0.002949409	0.166791697
007.31	L A C FIRE-FFW	0.005000073	0.5000 %	0.017375930	0.000086880	0.000000000	0.005000073
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001546002	0.1546 %	0.017375930	0.000026863	-0.000026863	0.001519139
030.70	LA CO FLOOD CONTROL MAINT	0.008748966	0.8748 %	0.017375930	0.000152021	-0.000152021	0.008596945
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017375930	0.000005607	-0.000005607	0.000317107
249.01	CITY-SANTA CLARITA TD #1	0.057345280	5.7345 %	0.017375930	0.000996427	-0.000996427	0.056348853
249.32	STA CLRTA STREET LIGHT MAINT #2	0.020625135	2.0625 %	0.017375930	0.000358380	-0.000358380	0.020266755
249.56	CITY-SANTA CLARITA LIBRARY	0.021308407	2.1308 %	0.017375930	0.000370253	-0.000370253	0.020938154
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.053176438	5.3176 %	0.017375930	0.000923990	-0.000923990	0.052252448
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000919628	0.0919 %	0.017375930	0.000015979	-0.000015979	0.000903649
400.00	EDUCATIONAL REV AUGMENTATION FD	0.071561535	7.1561 %	0.017375930	0.001243448	EXEMPT	0.071561535
400.01	EDUCATIONAL AUG FD IMPOUND	0.133767785	13.3767 %	0.017375930	0.002324339	EXEMPT	0.133767785
400.15	COUNTY SCHOOL SERVICES	0.001314648	0.1314 %	0.017375930	0.000022843	EXEMPT	0.001314648
400.21	CHILDREN'S INSTIL TUITION FUND	0.002609147	0.2609 %	0.017375930	0.000045336	EXEMPT	0.002609147
581.01	NEWHALL SCHOOL DISTRICT	0.076871219	7.6871 %	0.017375930	0.001335708	EXEMPT	0.076871219
581.06	CO.SCH.SERV.FD.- NEWHALL	0.007370853	0.7370 %	0.017375930	0.000128075	EXEMPT	0.007370853
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000811459	0.0811 %	0.017375930	0.000014099	EXEMPT	0.000811459

ANNEXATION NUMBER: 1133

PROJECT NAME: A-SCV-1133

TRA: 16353

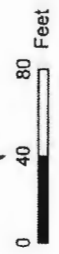
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.075051655	7.5051 %	0.017375930	0.001304092	EXEMPT	0.075051655
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000312840	0.0312 %	0.017375930	0.000005435	EXEMPT	0.000312840
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.039489839	3.9489 %	0.017375930	0.000686172	EXEMPT	0.039489839
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034468475	3.4468 %	0.017375930	0.000598921	EXEMPT	0.034468475
***067.35	STA CLRTA VLY SANIT DIS OF LA CO	0.000000000	0.0000 %	0.017375930	0.000000000	0.000000000	0.009667462
TOTAL:		1.000000000	100.0000 %		0.017375930	-0.009667462	1.000000000



COURSE DATA

L1	S 12°00'00" W	172.00'
L2	N 78°00'00" W	175.00'
L3	N 12°00'00" E	172.00'
L4	S 78°00'00" E	110.00'
L5	S 78°00'00" E	15.00'
L6	S 78°00'00" E	50.00'

PROPOSED



SANTA CLARITA VALLEY
SANITATION DISTRICT
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 1133
TO
SANTA CLARITA VALLEY
SANITATION DISTRICT

Recorded

Annexation No. 1133 shown thus

Boundary of Santa Clarita Valley Sanitation District
Prior to Annexation No. 1133 shown thus

Prior Annexations shown thus

Area of Annexation 0.691 Acres

ANNEX. NO.
(RECORDING DATE)
12-15-2010

"FOR TAX ASSESSMENT PURPOSES ONLY"

L.A. County Assessor's Landbase, Aerial Photography, and Boundary Information for the Sanitation District, Annexation Layer and District Layer

EA07JULY 25, 2023

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BOARD MEMORANDUM

DATE: April 8, 2024

TO: Board of Directors

FROM: Courtney Mael, P.E. *CM*
Chief Engineer

SUBJECT: Approve (1) Adopting a Resolution Awarding a Construction Contract to JR Filanc Construction Company, Inc. and Finding the Project Exempt from CEQA Pursuant to CEQA Guidelines Section 15301, (2) a Purchase Order to Hazen and Sawyer, Inc. for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors, Inc. for the Construction Management, Inspection Services and Material Testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility

SUMMARY

To commence construction of the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility Project (Project), Staff recommends approval of a (1) resolution awarding a construction contract to JR Filanc Construction Company, Inc. in the amount of \$17,822,347 and finding the Project exempt from CEQA pursuant to CEQA guidelines Section 15301, (2) purchase order to MWH Constructors, Inc. for construction management, inspection services, and material testing, in the amount of \$984,454, and (3) purchase order to Hazen and Sawyer, Inc. for engineering construction support services, in the amount of \$748,440.

DISCUSSION

The Santa Clarita Valley Water Agency (Agency) plans to construct a PFAS groundwater treatment system for the existing T7, U4 and U6 Wells, a VOC groundwater treatment system for the existing Saugus 1 and 2 Wells, and a new disinfection facility at the Agency's existing Rio Vista Intake Pump Station facility (RVIPS) located at 25401 Bouquet Canyon Road in the City of Santa Clarita.

The project includes the following improvements:

1. T7, U4 and U6 Wells PFAS Treatment

The existing T7, U4 and U6 Wells are located along the Santa Clara River approximately 1 to 1.5 miles east of the RVIPS property. The three (3) wells were taken offline due to Per- and Polyfluoroalkyl Substances (PFAS) detection above the Reporting Limit for PFOA. The project intends to restore up to 3,450 gallons per minute of lost groundwater production capacity.

A new PFAS groundwater treatment system will be constructed within the existing RVIPS property to treat raw water from the existing T7, U4 and U6 Wells. The treatment system will

consist of two (2) trains of Ion Exchange Vessels (four (4) vessels total), two (2) pre-filter assemblies, above and below-ground raw and treated water piping, drainage, site improvement, electrical and instrumentation improvements. Raw water from the T7, U4 and U6 Wells will be diverted through an existing 16" water line (Ground Water Treated Pipeline or GWT) that runs westerly along Newhall Ranch Road and then southerly along Bouquet Canyon Road before it enters the RVIPS site. Treated water from the proposed treatment facility will be ultimately discharged into Valencia Water Division's existing Zone IIA North pressure zone.

Offsite improvements include electrical, pump and motor upgrades at the existing T7 and U6 Well sites, and minor pipeline tie-in and abandonment work at various locations along Bouquet Canyon Road and Newhall Ranch Road Right-of-Way.

2. Saugus No.1 and Saugus No.2 Wells VOC Treatment

The Saugus 1 and Saugus 2 Wells are located near the intersection of Magic Mountain Parkway and Railroad Avenue. The wells are operational and groundwater from these wells is pumped to a perchlorate treatment system at RVIPS before the treated water enters the distribution system. The Agency's Water Supply Permit for Saugus 1 and Saugus 2 Wells sets an operational goal of no VOCs above the State's detection limit for reporting (DLR) in its distribution system. VOCs (primarily TCE and PCE) have been measured in Saugus 1 and Saugus 2 Wells at trace levels (slightly above the DLR), but well below the State's Maximum Contaminant Levels (MCL's). The Agency performed a VOC identification study in July 2015 which concluded that the likely source was the former Whittaker Bermite Site, located east and southeast of the Saugus 1 and 2 Wells. The costs of VOC treatment for Saugus 1 and 2 have been identified as damages in a contamination claim against the Whittaker Corporation.

A New VOC groundwater treatment system will be constructed within the existing RVIPS property to treat raw water from the existing Saugus 1 and Saugus 2 Wells. The Treatment system will consist of one (1) train of Granular Activated Carbon (GAC) Vessels (two (2) vessels), above and below-ground raw and treated water piping, drainage, site improvement, electrical and instrumentation improvements.

The scope of work will also include the replacement of a flexible expansion joint at the existing Saugus 1 and 2 Well transmission waterline that is suspended along the west side of the Bouquet Canyon Road bridge, located approximately 200 feet south of the RVIPS property.

3. New Disinfection Facility

A disinfection facility, consisting of a bulk sodium hypochlorite and ammonium hydroxide tanks and feed system, exists at the northwest corner of RVIPS and is used for disinfection of water produced by the Saugus 1 and 2 Wells and Q2 Wells. The storage tanks are currently housed in separate covered shed structures.

The Agency intends to consolidate the disinfection systems in a central building location within the existing RVIPS property to improve operation and cost efficiency. A new disinfection building, with an on-site sodium hypochlorite generation and liquid ammonium sulfate storage and feed systems is proposed to treat water from the existing T7, U6, U4,

Q2, Saugus 1 and Saugus 2 Wells. The new facility will replace the existing bulk Chloramine system.

The construction bid solicitation for the project was advertised in accordance with the Agency's Purchasing Policy, with notices in the Signal on three (3) different dates. On March 8, 2022, six (6) construction bids were electronically received and opened. A summary of the bids is presented below:

Bidder	Total Bid Price
JR Filanc Construction Company, Inc.	\$17,822,347.00
Metro Builders & Engineers Group, Ltd	\$17,903,334.00
Pacific Hydrotech Corporation	\$18,351,000.00
GSE Construction Co., Inc.	\$18,920,800.00
Innovation Construction Solutions	\$19,200,000.00
Caliagua, Inc.	\$19,829,152.00

Staff reviewed the bids for completeness and compliance with the bid and contract requirements, and recommends award of the contract to JR Filanc Construction Company, Inc (JR Filanc) as the lowest responsible bidder, for a total of \$17,822,347. The engineer's estimate for the project is \$15,700,000. JR Filanc is licensed as a Class A General Engineering Contractor in California and is registered with the Department of Industrial Relations.

The Agency Issued a Request for Proposal to seven on-call engineering consultants to provide construction management, inspection, and material testing services. Proposals were received from three engineering firms. An internal consultant selection committee reviewed and scored the proposals based on project approach, qualifications, schedule, and team members. Staff recommends that MWH Constructors, Inc., with the highest score, be awarded a work authorization to provide construction management, inspection, and material testing services in the amount of \$984,454.

Staff received a proposal from Hazen and Sawyer, Inc., the Project's engineer of record and design consultant, to provide engineering construction support services in the amount of \$748,440. The scope of services will include submittal review, attending construction meetings, site visits, assistance in responding to requests for information and/or change orders, and preparing record drawings.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

The proposed action today is authorizing the construction for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility project. The whole of the action also includes construction and operation of the project. The term "project" in CEQA refers to the whole of an action and to the underlying activity being approved, not to each governmental approval. (CEQA Guideline §15378(a), (c)–(d).) This definition ensures that the action reviewed under CEQA is not the approval itself but the development or other activities that will result from the approval. Therefore, the project is subject to CEQA.

Based on the final design, and because the project construction is a minor alteration limited to construction within the Agency's existing facility property and the City of Santa Clarita Rights-of-Way, construction and operation of this project is found to be categorically exempt under the provisions of CEQA and the State CEQA Guidelines as described below:

The project, aka the whole of the action, qualifies for an exemption under CEQA guidelines Section 15301 Class 1 Minor Alterations to Existing Facilities because it is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving negligible or no expansion of use, i.e. no additional extraction of water, beyond that existing at the time of the lead Agency's determination.

None of the exceptions listed in Section 15300.2 of the CEQA Guidelines would apply to the action.

On April 4, 2024, the Engineering and Operations Committee considered staff's recommendation to approve adopting a resolution awarding a construction contract to JR Filanc Construction Company, Inc. and finding the project exempt from CEQA pursuant to CEQA Guidelines Section 15301, (2) a purchase order to Hazen and Sawyer, Inc. for engineering services during construction and (3) a purchase order to MWH Constructors, Inc. for the construction management, inspection services and material testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility.

STRATEGIC PLAN NEXUS

This project helps meet the Agency's objective and Strategic Plan Objective B.2.1: "Update and carry out capital projects related to water system reliability and sustainability".

FINANCIAL CONSIDERATIONS

The Project's total estimated cost, including construction, construction management and inspection, and engineering support is approximately \$19,555,241. The Project costs are included in the Agency's FY 2023/24, 2024/25 and 2025/26 Capital Improvement Budgets.

The Agency will receive \$1,513,862 in grant funding from the Department of Water Resources for the Project, through the Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation grant program.

As part of the Los Angeles Residential Community (LARC) Consolidation Incentive Program, the Agency will be receiving \$5 million in Federal Emerging Contaminant grant funding, \$1.1 million from the State Revolving Funds and a low interest (0-2.1%) loan with the State Water Resources Control Board to assist in funding the T & U Wells PFAS treatment system and new disinfection facility components of the project.

Cost recovery related to the design and construction of the VOC treatment system and appurtenances for the Saugus 1 and Saugus 2 Wells are contingent upon the outcome of the pending litigation with Whittaker Corporation. All costs related to the VOC treatment system are being tracked separately from costs related to the T & U Well PFAS treatment system and new disinfection facility.

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors approve (1) adopting the attached resolution awarding a construction contract to JR Filanc Construction Company, Inc in the amount not to exceed \$17,822,347.00 and finding the project is exempt from CEQA Pursuant to CEQA Guidelines Section 15301, (2) authorize the General Manager to execute a purchase order with Hazen and Sawyer, Inc., in the amount not to exceed \$748,440,

for engineering services during construction and (3) authorize the General Manager to execute a purchase order with MWH Constructors Inc., in the amount not to exceed \$984,454, for the construction management, inspection services, and material testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility.

Attachment

A handwritten signature in blue ink, appearing to read 'MBS', is located in the bottom right corner of the page. The signature is written on a light blue rectangular background.

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RESOLUTION NO. SCV-XXX

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA CLARITA VALLEY WATER AGENCY
AWARDING A CONTRACT TO JR FILANC CONSTRUCTION COMPANY, INC. FOR
THE CONSTRUCTION OF THE T7, U4 AND U6 WELLS PFAS TREATMENT,
SAUGUS 1 AND 2 WELLS VOC TREATMENT AND NEW DISINFECTION FACILITY
PROJECT AND FINDING THE PROJECT EXEMPT FROM CEQA PURSUANT TO
CEQA GUIDELINES SECTION**

WHEREAS, the Santa Clarita Valley Water Agency (Agency) determined that Per- and Polyfluoroalkyl Substances (PFAS) and Volatile Organic Compounds (VOCs) are a threat to the Agency's groundwater resources; and

WHEREAS, the Agency intends to construct a new groundwater treatment system within the existing Rio Vista Intake Pump Station Facility (RVIPS) property to remove PFAS from the existing T7, U4, and U6 Wells (PFAS Wells), and remove VOCs from existing Saugus 1 and Saugus 2 Wells (VOC Wells); and

WHEREAS, the Agency intends to replace and consolidate the existing chloramine disinfection system into a new central building located within the existing RVIPS property to improve operation and cost efficiency in treating water produced from the PFAS Wells, VOC Wells, and Q2 Well; and

WHEREAS, the project meets the Agency' Strategic Plan Objective B.2.1 of "Update and carry out capital projects related to water system reliability and sustainability"; and

WHEREAS, the Santa Clarita Valley Water Agency's Board of Directors approved the award for the project's final design at a regular Board meeting on March 1, 2022; and

WHEREAS, the Santa Clarita Valley Water Agency's Board of Directors approved the additional funding for design revisions to the project at a regular Board meeting on April 4, 2023; and

WHEREAS, the project qualifies for a "Class 1 Existing Facilities" exemption under Section 15301 of the California Environmental Quality Act (CEQA) because the project is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving negligible or no expansion of use (i.e., no additional extraction of water beyond that existing at the time of the agency's determination); and

WHEREAS, all bid proposals submitted to the Agency pursuant to the Agency's specifications for procurement of the projects (Project No. 2400420) were publicly opened electronically on the Agency's bid website page on PlanetBids on Tuesday, March 12, 2024 at 3:00 p.m., in full accordance with the law and the Agency's customary procedures; and

WHEREAS, the Santa Clarita Valley Water Agency's Board of Directors finds that the total bid from JR Filanc Construction Company, Inc. in the amount of \$17,822,347 is the lowest responsible bid of six (6) bids submitted based upon the Agency staff's review, and that said bid substantially meets the requirements of said materials purchase contract documents as amended; and

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of the Agency, authorize its General Manager to accept the \$17,822,347 bid from JR Filanc Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Santa Clarita Valley Water Agency's Board of Directors finds the project exempt from the provisions of CEQA to prepare environmental documents pursuant to CEQA Guidelines Section 15301.

RESOLVED FURTHER that the Santa Clarita Valley Agency's Board of Directors authorizes its General Manager to accept JR Filanc Construction Company, Inc. bid and does therefore authorize the Agency's General Manager or its Chief Engineer to issue a Notice of Award to JR Filanc Construction Company, Inc., hereby found to be the "lowest responsive responsible bidder" for the T7, U4 AND U6 Wells PFAS Treatment, Saugus 1 And 2 Wells VOC Treatment and New Disinfection Facility for the total sum of \$17,822,347.

RESOLVED FURTHER that the Agency's General Manager or its President and Secretary are thereupon authorized, upon receipt of appropriate payment and performance bonds, appropriate certificates of insurance and an executed Contract Agreement from JR Filanc Construction Company, Inc., all of which must be approved by General Counsel, to execute the said Contract Agreement on behalf of the Agency.

RESOLVED FURTHER that the Agency's General Manager or Chief Engineer are thereafter authorized to execute and forward to JR Filanc Construction Company, Inc. an appropriate Notice to Proceed.

T7, U4 AND U6 WELLS PFAS TREATMENT, SAUGUS 1 AND 2 WELLS VOC TREATMENT AND NEW DISINFECTION FACILITY

Board Meeting

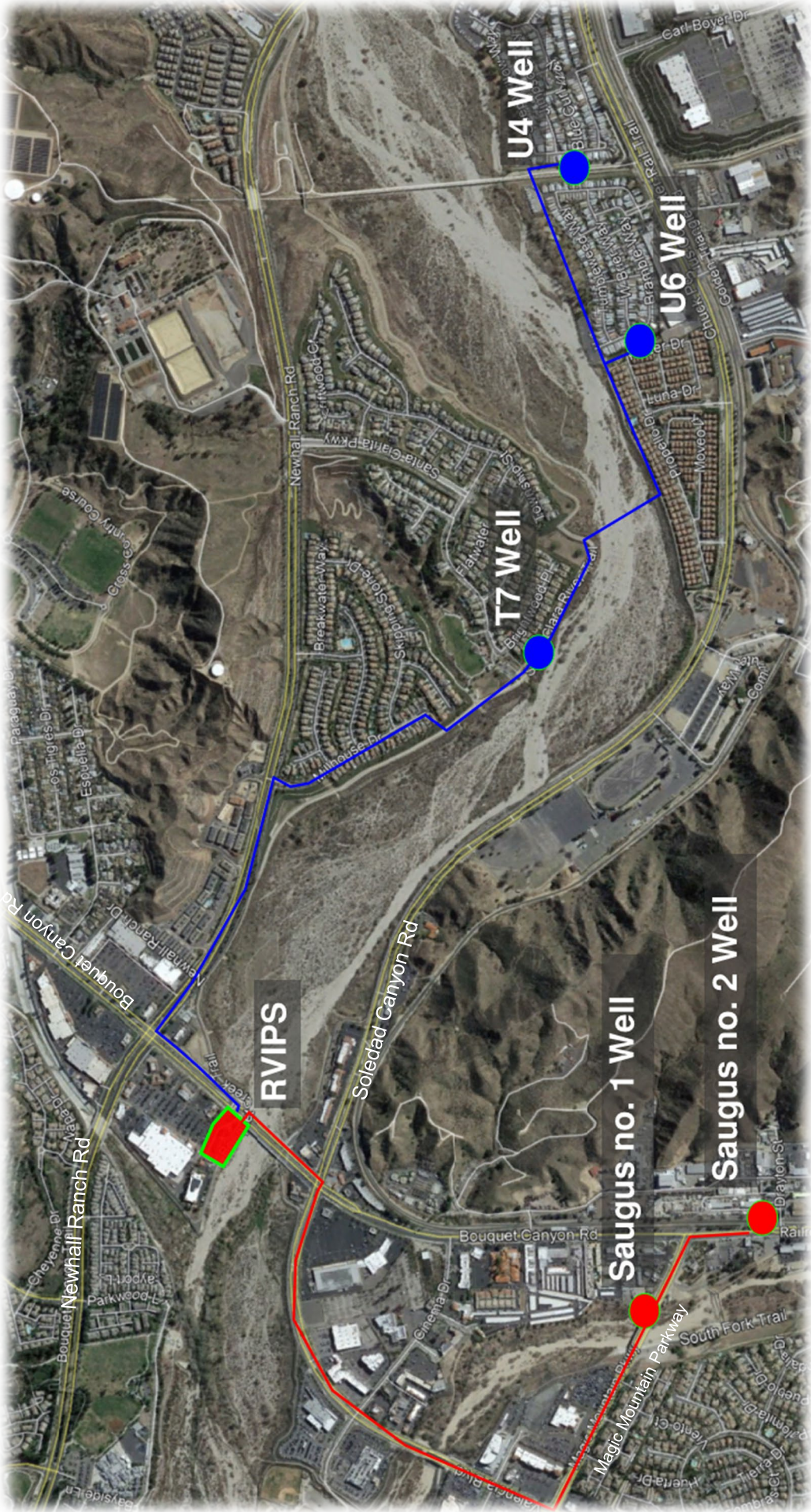
April 16, 2024

203

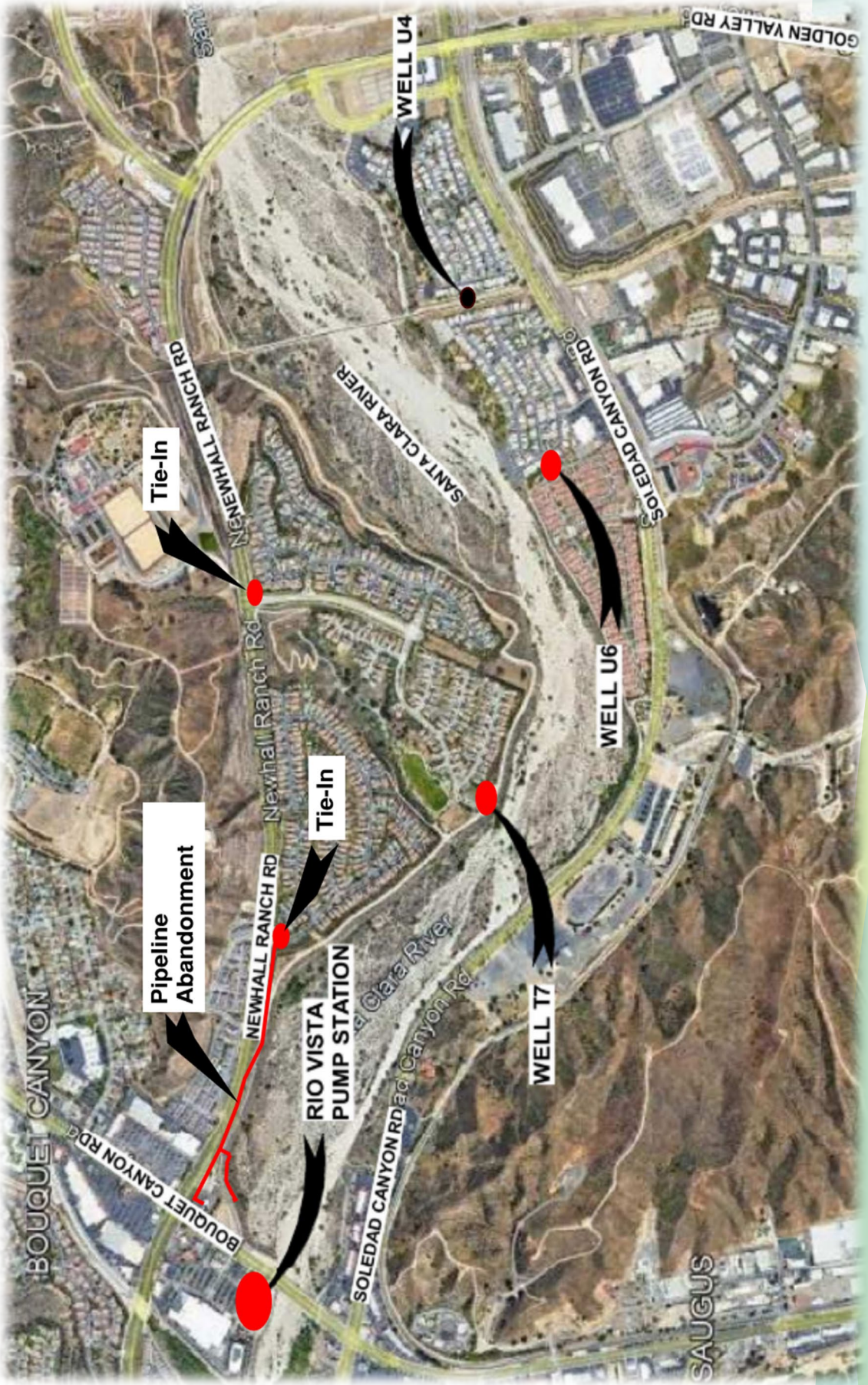
Orlando Moreno
Principal Engineer



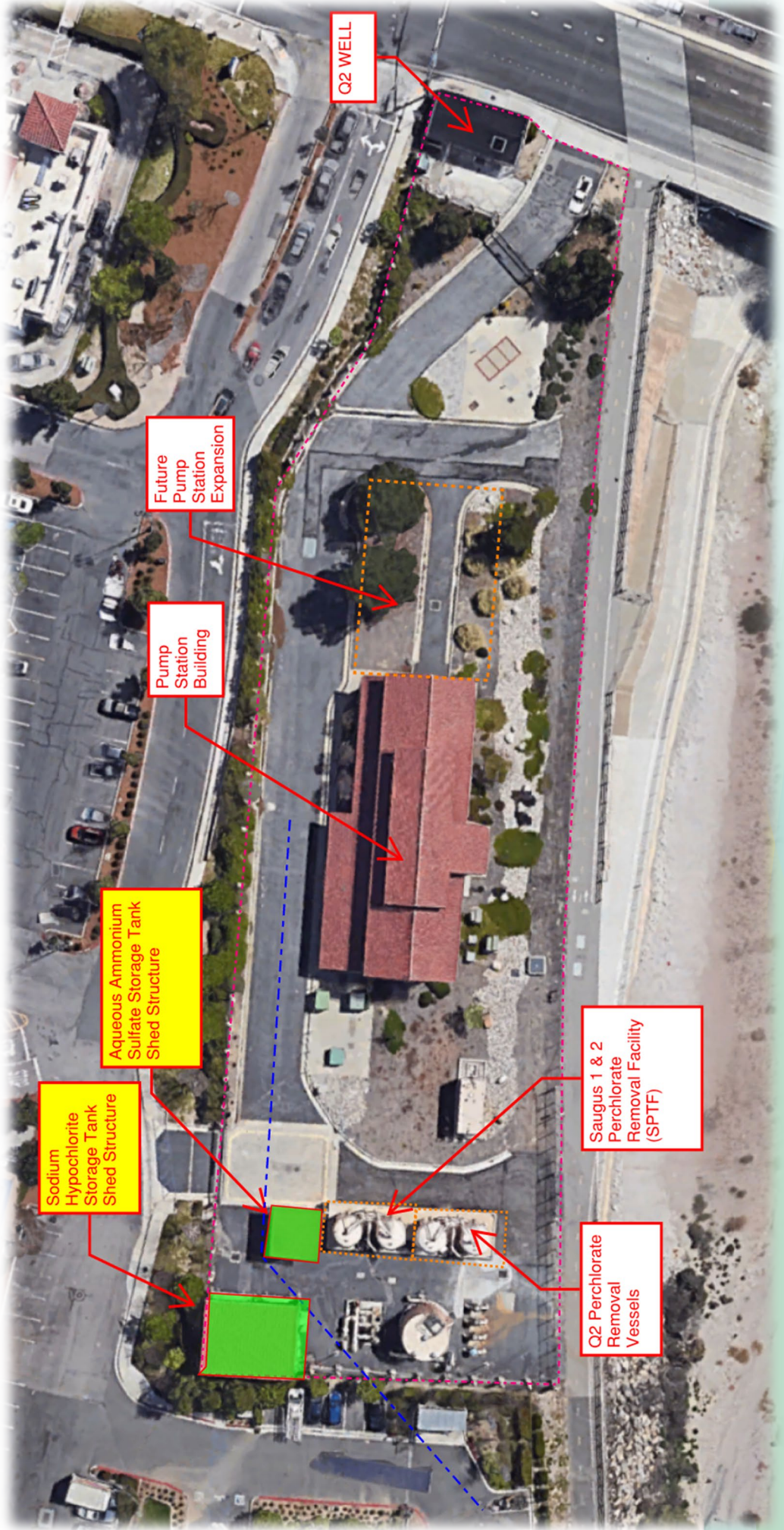
FACILITIES VICINITY MAP



AREAS OF WORK



RIO VISTA INTAKE PUMP STATION EXISTING SITE CONDITIONS



CEQA DETERMINATION

Exempt from CEQA

- CEQA Guidelines Section 15301 Class 1
- Minor alterations to existing facilities
- No increase to existing system capacity
- Work to be completed with existing facilities or street Right-of-Way

Strategic Plan Objective

B.2.1: “Update and carry out capital projects related to water system reliability and sustainability”

CONTRACTOR BID RESULTS

Rank	Bidder	Bid Amount
1	JR Filanc Construction Company, Inc.	\$17,822,347.00
2	Metro Builders & Engineers Group, Ltd	\$17,903,334.00
3	Pacific Hydrotech Corporation	\$18,351,000.00
4	GSE Construction Co., Inc.	\$18,920,800.00
5	Innovation Construction Solutions	\$19,200,000.00
6	Caliagua, Inc.	\$19,829,152.00

*Engineer's ROM Estimate: ~\$15.7 million

TOTAL COST SUMMARY

Description	Firm	Total Fee
Construction	JR Filanc Construction	\$17,822,347
Construction Management, Inspection and Materials Testing	MWH Constructors	\$984,454
Engineering Support Services during Construction	Hazen and Sawyer	\$748,440
TOTAL		\$19,555,241

*Budget included in the FY 2023/24, 2024/25 and 2025/26 CIP Budgets

PFAS TREATMENT GRANT FUNDING SUMMARY

Grant Fund	Agency	Grant Amount
Prop 1 IRWM Round 2	State DWR	\$1,513,862
EPA Emerging Contaminants	SWRCB	\$5,000,000
LARC Consolidation Incentive Fund	SWRCB	\$1,100,000
EPA Emerging Contaminants - Part 2	SWRCB	\$5,000,000
TOTAL AVAILABLE GRANT FUNDS		\$12,613,862

- \$10 million zero interest loan (LARC Incentive Fund)
- 50% Agency contribution required for grant funding

PROJECT SCHEDULE

- Seek E&O Committee Approval April 4, 2024
- Seek Board of Director's Approval April 16, 2024
- Issue Notice to Proceed May 16, 2024
- Start of Construction June 3, 2024
- Est. Construction Completion December 31, 2025

**IRWM Grant Funding Deadline June 30, 2027.*

PROJECT RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors:

- (1) Approve the attached resolution awarding a construction contract to JR Filanc Construction Company, Inc. in the amount not to exceed \$17,822,347 and finding the project is exempt from CEQA Pursuant to CEQA Guidelines Section 15301; and
- (2) Authorize the General Manager to execute a purchase order with Hazen and Sawyer, in the amount not to exceed \$748,440, for engineering services during construction; and
- (3) Authorize the General Manager to execute a purchase order with MWH Constructors, Inc. in the amount not to exceed \$984,454, for the construction management, inspection services, and material testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility

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BOARD MEMORANDUM

DATE: March 29, 2024

TO: Board of Directors

FROM: Courtney Mael, P.E. *CM*
Chief Engineer

SUBJECT: Approve Adopting a Resolution Authorizing the General Manager to Execute a Purchase Order Amendment for Engineering and Inspection Services for the Saugus #3 and #4 Wells Construction (Replacement Wells) Project and Finding the Resolution Exempt from Review Under the California Environmental Quality Act

SUMMARY

The Saugus #3 and #4 Wells Construction (Replacement Wells) Project is currently in construction. Additional funds are being requested to extend engineering and inspection services for the project. Staff recommends approval of a purchase order amendment to Richard C. Slade & Associates, LLC for engineering and inspection services for an amount not to exceed \$442,300.

DISCUSSION

On April 5, 2022, the Santa Clarita Valley Water Agency (Agency) Board of Directors adopted Resolution No. SCV-268, awarding a construction contract to Richard C. Slade & Associates, LLC (RCS) for the project in the amount of \$343,000. Consistent with the Agency's Purchasing Policy, the General Manager shall have the authority to approve changes in professional service contracts or purchase requisitions up to ten (10) percent (cumulative) of the amount authorized by the Board of Directors. A purchase order amendment to increase the original budget by \$34,300 under the General Manager's authority was issued, and an additional \$65,000 is being requested at this time.

The notice to proceed was issued on April 29, 2022. The original project duration schedule was four hundred (400) calendar days which resulted in a completion date of June 3, 2023. The new estimated completion date is September 2024. The project's scope of work consists of constructing two (2) wells with a capacity of 2,000 gallons per minute to drilled depths ranging between 2,000 and 3,000 feet below ground surface. Major tasks include pilot hole drilling, downhole geophysical surveying, isolated aquifer zone testing, pilot hole ream, caliper & deviation surveys, well casing, gravel pack, annular grout seal, well casing alignment testing, and well development.

Below is a list of tasks/descriptions that RCS has completed to date, that were not planned for in their original budget, but necessary to perform for successful project delivery. This resulted in higher than anticipated expenses and the need for an additional purchase order amendment.

- Review, assessment and email correspondence on potential long-term pumping and rehabilitation/redevelopment of the Saugus 3 and 4 Wells for anticipated period of inactivity prior to permanent pump equipping.

- Field services and data review/tabulation for 2nd packer test conducted in Saugus 3 (only one packer test was in our original scope of work)
- Field services and data review/tabulation for isolated zone testing in Saugus 4; only Saugus 3 zone testing was in original scope.
- Preparation and presentation of additional (packer/pumping/drawdown interference) testing data results and GDE monitoring well data.
 - RCS conclusions and recommendations for a Saugus 4 scenario with the possible Saugus 5 Well sitting between Wells 3 and 4.
- Weekly progress meetings held by Black & Veatch and bi-weekly (Tuesday at 9:30 am) RCS & the Agency meetings.

The project's scope of work is not changing, and only additional funding is being requested at this time for RCS's engineering and inspection services.

CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION

As the previously approved project is not proposed for revision, and only additional funding is being requested at this time for RCS's engineering and inspection services, the approval of additional funding is not a project subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(3) and in the alternative, is exempt from CEQA under the commonsense exemption pursuant to State CEQA Guidelines Section 15061(b)(3).

STRATEGIC PLAN NEXUS

This project will help meet the Agency's Strategic Plan Objective B.1.1: "Implement capital projects related to infrastructure reliability".

FINANCIAL CONSIDERATIONS

RCS's original budget for engineering and inspection services is an amount not to exceed \$343,000. A purchase order amendment to increase the original budget by \$34,300 under the General Manager's authority was issued, and an additional \$65,000 is being requested at this time. The total purchase order amendment will be \$442,300 with board approval. RCS's services are performed on a time and materials basis and the previously issued purchase order will be amended.

This project is included in the Agency's FY 2023/24 Capital Improvement Program Projects Budget. The FY 2023/24 Budget will be revised to account for the additional cost. The first \$8.3 million of the project will be funded by the Whittaker Corporation, consistent with terms of the Castaic Lake Water Agency Litigation Settlement Agreement and amendments related to perchlorate contamination.

RECOMMENDATION

That the Board of Directors approve adopting the attached resolution authorizing the General Manager to execute a purchase order amendment for engineering and inspection services to Richard C. Slade & Associates, LLC for an amount not to exceed of \$442,300 for the Saugus #3 and #4 Wells Construction (Replacement Wells) Project.

Attachment



RESOLUTION NO. SCV-XXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY TO
APPROVE AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PURCHASE
ORDER AMENDMENT FOR ENGINEERING AND INSPECTION SERVICES FOR THE
SAUGUS #3 AND #4 WELLS CONSTRUCTION (REPLACEMENT WELLS) PROJECT AND
FINDING THE RESOLUTION EXEMPT FROM REVIEW UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

WHEREAS, Santa Clarita Valley Water Agency (Agency) desires to take steps to increase the reliability of its existing water system; and

WHEREAS, the Agency's Capital Improvement Program includes construction of the Saugus #3 and #4 Wells Construction (Replacement Wells) Project; and

WHEREAS, the previously approved project is not being revised, and only additional funding is being requested at this time for Richard C. Slade & Associates, LLC for engineering and inspection services the approval of additional funding is not a project subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(3) and in the alternative, is exempt from CEQA under the common sense exemption pursuant to State CEQA Guidelines Section 15061(b)(3); and

WHEREAS, it is in the Agency's best interest that the Santa Clarita Valley Water Agency's Board of Directors, on behalf of the Agency, authorize its General Manager to execute a purchase order amendment to Richard C. Slade & Associates, LLC for engineering and inspection services for an amount not to exceed of \$442,300.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Clarita Valley Water Agency's Board of Directors does authorize its General Manager to execute a purchase order amendment to Richard C. Slade & Associates, LLC for engineering and inspection services for an amount not to exceed of \$442,300.

RESOLVED FURTHER that the Agency's General Manager or Chief Engineer are thereafter authorized to execute and forward to Richard C. Slade & Associates, LLC an amended purchase order.

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REQUESTING ADDITIONAL FUNDING FOR THE SAUGUS #3 AND #4 WELLS CONSTRUCTION (REPLACEMENT WELLS) PROJECT

Board Meeting

April 16, 2024

Rob Banuelos
Senior Engineer

PROJECT LOCATION



PROJECT DESCRIPTION

The project consists of drilling and constructing two wells with a capacity of 2,000 gallons per minute to drilled depths ranging between 2,000 and 3,000 feet below ground surface.

COMPLETED ACTIVITIES

- Awarded construction contract on April 5, 2022.

Bidder	Contract Amount
Zim Industries, Inc. (Fresno, CA)	\$12,751,494

- Saugus Well #3: Completed
- Saugus Well #4: Currently reaming the borehole.
- Estimated construction completion is September 2024.

FINANCIAL CONSIDERATIONS

Bidder	Original PO Amount
Richard C. Slade (for Engineering & Inspection Services)	\$343,000

- A purchase order amendment to increase original budget by \$34,300 under General Manager’s 10% authority was issued.
- Additional \$65,000 is being requested.
- Total purchase order amendment: \$442,300.

Strategic Plan Objective B.1.1: “Implement capital projects related to infrastructure reliability”

ADDITIONAL TASKS PERFORMED BY RCS

- Review, assessment and email correspondence on potential long-term pumping and rehabilitation/redevelopment of Saugus 3 and 4 for anticipated period of inactivity prior to permanent pump equipping.
- Field services and date review/tabulation for 2nd packer test conducted in Saugus 3 (only one packer test was in our original scope of work)
- Field services and date review/tabulation for isolated zone testing in Saugus 4; only Saugus 3 zone testing was in original scope.
- Preparation and presentation of additional (packer/pumping/drawdown interference) testing data results and GDE monitoring well data.
 - RCS conclusions and recommendations for a Saugus 4 scenario with the possible Saugus 5 well siting between Wells 3 and 4.
- Weekly progress meetings held by Black & Veatch and bi-weekly (“Tuesday 9:30”) RCS & SCVWA meetings.

PROJECT RECOMMENDATION

That the Board of Directors approve:

Adopting a resolution authorizing the General Manager to execute a purchase order amendment for engineering and inspection services to Richard C. Slade for an amount not to exceed \$442,300 for the Saugus #3 and #4 Wells Construction (Replacement Wells) Project.

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BOARD MEMORANDUM

DATE: April 8, 2024

TO: Board of Directors

FROM: Courtney Mael, P.E., Chief Engineer *CM*
Keith Abercrombie, Chief Operating Officer *KA*

SUBJECT: April 4, 2024 Engineering and Operations Committee Meeting Recap Report

The Engineering and Operations Committee met at 5:30 PM on Thursday, April 4, 2024 in the Summit Circle Engineering Services Section Boardroom located at 26521 Summit Circle. In attendance were Committee Chair Gary Martin and Directors Piotr Orzechowski and Kenneth Petersen. Staff members present were Assistant General Manager Steve Cole, Chief Engineer Courtney Mael, Chief Operating Officer Keith Abercrombie, Executive Assistants Elizabeth Adler and Leticia Quintero, General Manager Matthew Stone, Principal Engineers Orlando Moreno and Jason Yim, Water Treatment Manager Rafael Pulido and four members of the public were present. A copy of the agenda is attached.

Item 1: Pledge of Allegiance – Chairman Martin led the Committee in the Pledge of Allegiance.

Item 2: Public Comments – There was no public comment.

Item 3: Recommend Approval for the Purchase of Leopold Type S Filter Underdrains – The Committee briefly discussed how the Leopold filter operates and the lack of bids that were received due to a supply chain issue, the schedule could not be met. The Committee recommended the item be placed on the Consent Calendar at the April 16, 2024 regular Board meeting.

Item 4: Recommended Approval of Adopting (1) a Resolution Awarding a Construction Contract to JR Filanc Construction Company, Inc. and Finding the Project Exempt from CEQA Pursuant to CEQA Guidelines Section 15301, (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors, Inc. for the Construction Management, Inspection Services and Material Testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility – The Committee discussed how the Agency is working with the public to notify of the planned construction, impact to traffic and how the Agency manages the grant process. The Committee recommended a full presentation of the item at the April 16, 2024 regular Board meeting.

Item 5: Recommend Adopting a Resolution Authorizing the General Manager to Execute On-Call Professional Services Agreements – The Committee briefly inquired about the Agency’s Statement of Qualifications (SOQ) process, asked for a brief explanation of the SOQ review process and if there is any conflict of interest within the proposed consultant list. The Committee recommended the item be placed on the Consent Calendar at the May 21, 2024 regular Board meeting.

Item 6: Monthly Operations and Production Report – Staff and the Committee reviewed the Operations and Production Report.

Item 7: Capital Improvement Projects Construction Status Report – Staff and the Committee reviewed the Capital Improvement Projects Construction Status Report.

Item 8: Committee Planning Calendar – Staff and the Committee reviewed the FY 2023/24 Committee Planning Calendar.

Item 9: General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities – Keith Abercrombie provided an update on the ongoing process with the Division of Drinking Water (DDW) to consolidate the Agency's seven (7) permits and that the Water Quality staff has been actively working on creating one (1) sampling plan for the entire Agency as opposed to the numerous legacy sampling plans that were previously being used. Keith also shared that the Operations group has completed the process of renaming the Agency's tank and booster stations.

Item 10: General Report on Engineering Services Section Activities – Orlando Moreno shared with the Committee that there has been an increase in Developer calls regarding upcoming projects within the Agency's service area and that there is an Engineer position that is pending Board approval to help meet the growing demands.

Item 11: Adjournment – The meeting adjourned at 6:48 PM.

The meeting recording is available on the SCV Water Website or by clicking the following link: [Engineering and Operations Committee Meeting Recording.](#)

CM/KA

Attachment





Date: March 26, 2024

To: **Engineering and Operations Committee**
William Cooper, Chair
Gary Martin
Piotr Orzechowski
Kenneth Petersen

From: Courtney Mael, Chief Engineer *CM*
Keith Abercrombie, Chief Operating Officer *KA*

The **Engineering and Operations Committee** meeting is scheduled on **Thursday, April 4, 2024 at 5:30 PM at 26521 Summit Circle, Santa Clarita, CA 91350 in the Engineering Services Section (ESS) Boardroom**. Members of the public may attend in person or virtually. To attend this meeting virtually, please see below.

IMPORTANT NOTICES

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually by using the **Agency's Call-In Number 1-(833)-568-8864, Webinar ID: 161 494 6077 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1614946077>**. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom Webinar link above. However, in the event there is a disruption of service which prevents the Agency from broadcasting the meeting to members of the public using either the call-in option or internet-based service, this meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is being provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in person.

Attendees should be aware that while the Agency is following all applicable requirements and guidelines regarding COVID-19, the Agency cannot ensure the health of anyone attending a Committee meeting. Attendees should therefore use their own judgment with respect to protecting themselves from exposure to COVID-19.

Members of the public unable to attend this meeting may submit comments either in writing to eadler@scvwa.org or by mail to Elizabeth Adler, Executive Assistant, Santa Clarita Valley Water Agency, 26521 Summit Circle, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Committee members and posted on the Santa Clarita Valley Water Agency website prior to the start of the meeting. Anything received after 4:00 PM the day of the meeting will be made available at the meeting and posted on the SCV Water website the following day.

MEETING AGENDA

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENTS** – Members of the public may comment as to items within the subject matter jurisdiction of the Agency that are not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so at the time each item is considered. (Comments may, at the discretion of the Committee Chair, be limited to three minutes for each speaker.) To participate in public comment from your computer, tablet, or Smartphone, click the “raise hand” feature in Zoom. You will be notified when it is your turn to speak, please unmute when requested. To participate in public comment via phone, dial *9 to raise your hand. When it is your turn to speak, dial *6 to unmute.

ITEMS	<u>PAGE</u>
3. * Recommend Approval for the Purchase of Leopold Type S Filter Underdrains	1
4. * Recommended Approval of Adopting (1) a Resolution Awarding a Construction Contract to JR Filanc Construction Company, Inc. and Finding the Project Exempt from CEQA Pursuant to CEQA Guidelines Section 15301, (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors, Inc. for the Construction Management, Inspection Services and Material Testing for the T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility	11
5. * Recommend Adopting a Resolution Authorizing the General Manager to Execute On-Call Professional Services Agreements	29
6. * Monthly Operations and Production Report	49
7. * Capital Improvement Projects Construction Status Report	59
8. * Committee Planning Calendar	61
9. General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities	
10. General Report on Engineering Services Section Activities	
11. Adjournment	
* Indicates Attachment	
• Indicates Handout	

NOTICES:

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Elizabeth Adler, Executive Assistant, at (661) 297-1600, or in writing to Santa Clarita Valley Water Agency at 26521 Summit Circle, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Committee less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on March 27, 2024.

MBS

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